

Board Workshop Agenda

Lake Travis Independent School District Board of Trustees

A meeting of the Board of Trustees of Lake Travis Independent School District will be held November 15, 2023, beginning at 6:00 PM in the Educational Development Center, Live Oak Room
607 RR 620 North
Austin, TX 78734.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this agenda.

1. Call To Order and Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. Recognitions
 - A. Lake Travis High School - 2023 UIL State Open Class Marching Band Contest 4
 - B. Lake Travis High School - 2023 UIL Cross Country State Championships 5
4. Public Comments/Citizen Participation
5. 2023 Bond Election
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6. Information Items
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	2. October 18, 2023 Board Meeting Minutes, November 9, 2023 Special Called Board Meeting Minutes. and November 13, 2023 Special Called Board Meeting Minutes	334
9.	Level Three Appeal of Parent/Student Grievance	
10.	Upcoming Meetings and Events	
A.	December 13, 2023, 6:00 p.m. - Monthly Board Meeting, EDC	
B.	January 17, 2024, 6:00 p.m. - Monthly Board Meeting, EDC	
C.	January 24, 2023, 6:00 p.m. - Superintendent's Summative Conference, EDC	
11.	Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code 551.001 et. seq.	
A.	Section 551.074 - Personnel Matters	
	1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)	
B.	Section 551.071 - Consultation with Attorney	

1. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2).
 - C. Section 551.072 - Deliberation Regarding Real Property
 1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)
 - D. Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student
 1. The Board will discuss personally identifiable information about a public school student.
 - E. Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate:
 1. The deployment, or specific occasions for implementation of security personnel or devices.
12. Adjournment



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School - 2023 UIL State Open Class Marching Band Contest

RECOMMENDED ACTION

For Recognition only.

RATIONALE

The Lake Travis High School Cavalier Band concluded its fall season with an incredible performance at the 2023 UIL State Open Class Marching Band Contest held October 30 at the Alamodome in San Antonio. The band fielded 200 students and performed “anonymoUS.” This was the fourth consecutive appearance at the state marching contest for Lake Travis High School. Representing the Cavalier Band in Conference 6A/Region 32/Area H are drum majors **Quinlan Collins** (senior), **McKenna Flores** (senior), **Hollis Pinczehelyi** (junior) and **William Welsler V** (junior).

The Lake Travis Cavalier Band is under the direction of **Richard Hicks**. He is assisted by **Brittany Baptista**, **Michael Fairbrother**, **Jordan Reddicks**, **Taylor Trevino**, and **Ben Zein**.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Shannon Gill - Director of Fine Arts

Debbie Garinger – Principal, Lake Travis High School

Marco Alvarado - Executive Director of Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

November 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School – 2023 UIL Cross Country State Championships

RECOMMENDED ACTION

For Recognition only.

RATIONALE

Lake Travis High School was well represented at the 2023 UIL Cross Country State Championships held November 4 at Old Settler’s Park in Round Rock. State qualifiers included the following student-athletes:

Lake Travis High School Women’s Cross Country:

- **Elise Block**
- **Leila Cohn**
- **Seren Hall**
- **Addison Lankford**
- **Dakota Laurito**
- **Emma Sciaraffia**

Lake Travis High School Men’s Cross Country:

- **Drew Campbell**
- **Ben Wright**

Lake Travis High School Cross Country is coached by **Aaron Macik** and he is assisted by **Caitlin Gray**, **Courtney Lord**, and **Sean Trombly**.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Hank Carter - LTISD Director of Athletics

Michael Drinkwater - LTISD Assistant Director of Athletics

Debbie Garinger – Principal, Lake Travis High School

Marco Alvarado - Executive Director of Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

November 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Consideration and Approval of a Resolution Canvassing the Returns and Declaring the Results of the November 7, 2023 Bond Election

RECOMMENDED ACTION

I move to adopt a resolution canvassing the returns and declaring the results of a bond election.

RATIONALE

“Canvass” is the name given to the official examination of the votes cast in an election. This is an unavoidable, mandatory, ministerial duty. Effective September 1, 2017, House Bill 929 amended Section 67.003(b) to provide that each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority’s presiding officer not later than the 11th day after Election Day and not earlier than the later of:

1. The third day after Election Day;
2. The date on which the early voting ballot board has been cast in the election; or
3. The date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

The Lake Travis ISD Bond Election was held on November 7, 2023. After early voting and election day voting concluded, an official tabulation of election results including the results by precinct were provided to the District by Travis County. The resolution canvassing the returns and the tabulation of official election results are being presented to the Board of Trustees for consideration and approval.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Philippa Ford – Accountant/Election Official

ATTACHMENTS

1. Resolution Canvassing the Returns and Declaring the Results of the November 7, 2023 Bond Election
2. Official Final Canvass from Travis County

MEETING DATE

November 15, 2023

A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Board of Trustees (the *Board*) of the Lake Travis Independent School District (the *District*) ordered an election to be held on November 7, 2023 (the *Election*) for the purpose of determining whether the qualified voters of the District would authorize the District’s issuance of general obligation bonds; and

WHEREAS, the Board has reviewed and investigated all matters pertaining to the Election, including the ordering, notices, election officers, holding, and returns thereof; and

WHEREAS, the Board has diligently inquired into the poll lists and the official election returns that were duly and lawfully made to the Board by the judges and clerks holding and conducting the Election; and

WHEREAS, the precinct returns are attached and incorporated for all purposes; and

WHEREAS, from these returns, this Board hereby finds that the following votes were cast in the Election by qualified voters of the District:

PROPOSITION A

THE ISSUANCE OF \$143,093,994 OF BONDS BY THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT FOR MULTIPLE SCHOOL STADIUM FACILITIES AND RELATED INFRASTRUCTURE, INCLUDING CONSTRUCTION OF STADIUMS AT HIGH SCHOOL NO. 2 (WHICH CURRENTLY HAS NO SUCH FACILITIES) TO ACCOMMODATE STUDENT PROGRAMS SUCH AS FOOTBALL, BAND, BASEBALL, SOFTBALL, SOCCER, TRACK, AND TENNIS, AND RENOVATIONS TO THE EXISTING STADIUMS AT LAKE TRAVIS HIGH SCHOOL, AND THE LEVY OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS. THIS IS A PROPERTY TAX INCREASE.

	For	Against
Early Votes in Person	4,946	2,896
Early Votes by Mail (absentee)	91	126
Election Day Votes	2,311	2,196
TOTAL	7,348	5,218

Under Votes, if any: 122
 Total Votes Cast: 12,566
 Provisional Ballots, if any: Counted: 0
 Uncounted: 0

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF TRUSTEES OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: The Board officially finds, determines, and declares that the Election was properly ordered, that proper legal notice of the Election was given, that proper election officers were appointed prior to the Election, that the Election was legally held, that all qualified voters of the District were permitted to vote at the Election, that returns of the results of the Election had been made and delivered, and that the Board has canvassed such returns, all in accordance with the state and federal laws and the order calling the Election.

SECTION 2: A MAJORITY of the qualified voters of the District voting in the Election, having voted FOR Proposition A, the Board hereby finds and determines that this Proposition carried at the Election and that the Board is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the law and the authority granted in the Proposition and the corresponding Measure stated in the District's election order.

SECTION 3: The President of the Board is authorized to execute this Resolution, and the Secretary of the Board is authorized to certify this Resolution regardless of their participation in the quorum required by the Election Code.

SECTION 4: The recitals contained in the preamble of this Resolution are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 5: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9: This Resolution shall be in force and effect from and after its final passage and it is so resolved.

* * * *

PASSED, ADOPTED, AND APPROVED on November 15, 2023, the date of the canvassing meeting.

LAKE TRAVIS INDEPENDENT SCHOOL
DISTRICT

John Aouelle
President, Board of Trustees

ATTEST:

Erin Archer
Secretary, Board of Trustees

(DISTRICT SEAL)

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	884,806			
Ballots Cast - Total	144,914	3,574	67,041	74,299
Voter Turnout - Total	16.38%			

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	7,348	58.48%	91	4,946	2,311
Against	5,218	41.52%	126	2,896	2,196
Total Votes Cast	12,566	100.00%	217	7,842	4,507

275

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	2,292			
Ballots Cast - Total	389	5	171	213

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	0		0	0	0
Against	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0

292

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,713			
Ballots Cast - Total	784	2	537	245

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	554	71.85%	1	407	146
Against	210	27.24%	1	123	86
Total Votes Cast	764	99.09%	2	530	232
Overvotes	0	0.00%	0	0	0
Undervotes	7	0.91%	0	2	5

293

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	4,153			
Ballots Cast - Total	922	11	608	303

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	557	60.41%	3	403	151
Against	352	38.18%	7	199	146
Total Votes Cast	909	98.59%	10	602	297
Overvotes	0	0.00%	0	0	0
Undervotes	13	1.41%	1	6	6

294

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	2,530			
Ballots Cast - Total	514	12	294	208

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	227	44.16%	3	146	78
Against	283	55.06%	9	145	129
Total Votes Cast	510	99.22%	12	291	207
Overvotes	0	0.00%	0	0	0
Undervotes	4	0.78%	0	3	1

325

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	1,022			
Ballots Cast - Total	129	1	53	75

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	0		0	0	0
Against	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0

326

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,307			
Ballots Cast - Total	693	15	315	363

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	0		0	0	0
Against	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0

352

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,169			
Ballots Cast - Total	450	11	198	241

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	16	40.00%	0	12	4
Against	24	60.00%	1	16	7
Total Votes Cast	40	100.00%	1	28	11
Overvotes	0	0.00%	0	0	0
Undervotes	0	0.00%	0	0	0

362

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	4,325			
Ballots Cast - Total	990	11	599	380

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	603	60.91%	3	407	193
Against	384	38.79%	8	190	186
Total Votes Cast	987	99.70%	11	597	379
Overvotes	0	0.00%	0	0	0
Undervotes	3	0.30%	0	2	1

363

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,263			
Ballots Cast - Total	872	6	574	292

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	619	70.99%	3	431	185
Against	253	29.01%	3	143	107
Total Votes Cast	872	100.00%	6	574	292
Overvotes	0	0.00%	0	0	0
Undervotes	0	0.00%	0	0	0

364

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,045			
Ballots Cast - Total	803	16	538	249

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	513	63.89%	6	364	143
Against	285	35.49%	10	171	104
Total Votes Cast	798	99.38%	16	535	247
Overvotes	0	0.00%	0	0	0
Undervotes	5	0.62%	0	3	2

365

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,162			
Ballots Cast - Total	957	10	636	311

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	654	68.34%	5	477	172
Against	302	31.56%	5	158	139
Total Votes Cast	956	99.90%	10	635	311
Overvotes	0	0.00%	0	0	0
Undervotes	1	0.10%	0	1	0

366

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,707			
Ballots Cast - Total	1,013	7	446	560

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	501	49.46%	3	239	259
Against	499	49.26%	4	201	294
Total Votes Cast	1,000	98.72%	7	440	553
Overvotes	0	0.00%	0	0	0
Undervotes	13	1.28%	0	6	7

367

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	2,773			
Ballots Cast - Total	815	16	510	289

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	404	70.02%	5	267	132
Against	172	29.81%	2	102	68
Total Votes Cast	576	99.83%	7	369	200
Overvotes	0	0.00%	0	0	0
Undervotes	1	0.17%	0	0	1

370

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	4,153			
Ballots Cast - Total	768	5	417	346

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	354	46.09%	1	199	154
Against	397	51.69%	4	208	185
Total Votes Cast	751	97.79%	5	407	339
Overvotes	0	0.00%	0	0	0
Undervotes	17	2.21%	0	10	7

371

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	2,797			
Ballots Cast - Total	660	26	429	205

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	344	52.12%	7	246	91
Against	304	46.06%	17	178	109
Total Votes Cast	648	98.18%	24	424	200
Overvotes	0	0.00%	0	0	0
Undervotes	12	1.82%	2	5	5

372

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	802			
Ballots Cast - Total	174	2	119	53

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	116	66.67%	1	87	28
Against	55	31.61%	0	31	24
Total Votes Cast	171	98.28%	1	118	52
Overvotes	0	0.00%	0	0	0
Undervotes	3	1.72%	1	1	1

373

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	2,259			
Ballots Cast - Total	619	28	385	206

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	344	55.57%	13	222	109
Against	272	43.94%	15	160	97
Total Votes Cast	616	99.52%	28	382	206
Overvotes	0	0.00%	0	0	0
Undervotes	3	0.48%	0	3	0

374

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	2,789			
Ballots Cast - Total	719	22	436	261

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	353	49.10%	9	223	121
Against	359	49.93%	12	208	139
Total Votes Cast	712	99.03%	21	431	260
Overvotes	0	0.00%	0	0	0
Undervotes	7	0.97%	1	5	1

375

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	4,000			
Ballots Cast - Total	1,175	21	763	391

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	594	50.55%	11	398	185
Against	575	48.94%	10	361	204
Total Votes Cast	1,169	99.49%	21	759	389
Overvotes	0	0.00%	0	0	0
Undervotes	6	0.51%	0	4	2

376

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day
Registered Voters - Total	3,825			
Ballots Cast - Total	1,114	36	738	340

Lake Travis ISD Proposition A

Vote For 1

	TOTAL	VOTE %	By Mail	Early Voting	Election Day
For	595	53.41%	17	418	160
Against	492	44.17%	18	302	172
Total Votes Cast	1,087	97.58%	35	720	332
Overvotes	0	0.00%	0	0	0
Undervotes	27	2.42%	1	18	8



AGENDA ITEM ACTION SHEET

AGENDA ITEM

October 2023 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018/2023 Capital Projects Report

RECOMMENDED ACTION

For Information only

RATIONALE

To provide a financial update to the Board and community regarding the financial position of the school district.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent for Business Services
Brad Goerke – Director of Finance

ATTACHMENTS

1. Statement of Revenues and Expenditures-October 2023
2. Balance Sheet-October 2023
3. Tax Statement-October 2023
4. 2018 Capital Projects Report-October 2023
5. 2023 Capital Projects Report-October 2023

MEETING DATE

November 15, 2023

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

10/31/2023

Current Year

Prior Year

<i>Revenues</i>		Current Year				Prior Year	
		Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
5711	Current Year Tax Revenue	\$ 142,940,170	\$ -	\$ 142,940,170	0.00%	\$ -	0.00%
5700	Other Local Revenues	6,558,000	837,484	5,720,516	12.77%	628,790	10.15%
5800	State Program Revenue	10,485,028	2,253,277	8,231,752	21.49%	602,026	5.25%
5900	Federal Revenue	350,000	47,267	302,733	13.50%	-	0.00%
Total Revenue		\$ 160,333,198	\$ 3,138,028	\$ 157,195,170	1.96%	\$ 1,230,816	0.69%

Expenditures

11	Instruction	\$ 66,428,742	\$ 13,926,159	\$ 52,502,583	20.96%	\$13,042,265	20.58%
12	Instructional Resources	1,049,259	210,778	838,481	20.09%	209,463	20.98%
13	Staff Development	1,658,277	262,274	1,396,003	15.82%	279,122	18.34%
21	Instructional Administration	2,290,487	470,756	1,819,731	20.55%	357,079	16.01%
23	School Administration	5,642,865	1,108,173	4,534,693	19.64%	997,258	18.70%
31	Guidance & Counseling	4,736,853	1,007,966	3,728,887	21.28%	939,540	21.16%
32	Social Work Services	201,686	49,275	152,411	24.43%	27,925	18.37%
33	Health Services	1,049,511	209,112	840,399	19.92%	215,285	22.94%
34	Transportation	4,692,346	1,170,038	3,522,308	24.94%	934,635	21.71%
35	Food Service	122,601	20,434	102,168	16.67%	16,485	19.05%
36	Co-Curricular Account	2,760,138	481,982	2,278,156	17.46%	479,996	18.09%
41	General Administration	4,239,304	807,875	3,431,429	19.06%	747,159	18.13%
51	Plant & Maint. Operation	12,460,158	3,094,933	9,365,225	24.84%	2,343,708	19.82%
52	Security	1,229,983	265,539	964,444	21.59%	189,150	17.96%
53	Non-Inst. Data Processing	3,343,348	794,361	2,548,987	23.76%	603,983	20.43%
61	Community Services	548,402	89,596	458,806	16.34%	50,266	11.45%
71	Debt Service	450,000	-	450,000	0.00%	-	0.00%
81	Facilities/Construction	40,867	-	40,867	0.00%	25,495	104.54%
91	State Transfers	49,028,836	-	49,028,836	0.00%	-	0.00%
92	Incremental Cost WADA	-	-	-	0.00%	-	0.00%
93	SPED TRF-Regular Day	45,000	-	45,000	0.00%	-	0.00%
95	JJAEP Transfer Payments	15,000	-	15,000	0.00%	-	0.00%
99	Travis County Appraisal	960,000	240,123	719,877	0.15%	194,076	21.22%
Total Expenditures		\$ 162,993,663	\$ 24,209,372	\$ 138,784,291	14.85%	\$ 21,652,889	12.16%

Other Resources and (Uses)

7990	Other Resources	-	-	-	0.00%	-	0.00%
8990	Other Uses	-	-	-	0.00%	-	0.00%
8911	Transfers-Out	-	-	-	0.00%	-	0.00%
Total Resources & Uses		\$ -	\$ -	\$ -	0.00%	\$ -	0.00%

Fund Balance

1200	Excess (Deficiency) Of Revenues Over Expenditures	\$ (2,660,465)	\$ (21,071,345)
3000	Beginning Fund Balance 9/1	\$ 45,669,555	
3000	Ending Fund Balance 8/31	\$ 43,009,090	
3590	Committed Fund Balance	\$ 660,722	
3600	Unassigned Fund Balance	\$ 42,348,368	

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: October 31, 2023

<i>Assets</i>	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Internal Svc., Trust & Agency Funds	Total Funds
Current Assets:						
1101 Cash	\$ 4,402,938	\$ 2,828,978	\$ 1,440,355	\$ 5,245,482	\$ 6,929,588	\$ 20,847,342
1103 Temporary Investments	29,061,912		8,282,052	279,991,729	198,359	317,534,052
Total Cash and Investments	\$ 33,464,850	\$ 2,828,978	\$ 9,722,407	\$ 285,237,211	\$ 7,127,947	\$ 338,381,394
Receivables:						
1210 Property Taxes-Current	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1220 Property Taxes-Delinquent	3,251,460	-	1,203,768	-	-	4,455,228
1230 Allowance-Uncollected Taxes	(868,808)	-	(279,355)	-	-	(1,148,163)
1240 Due From Federal Agencies	858,294	13,812	-	-	-	872,106
1250 Sundry Receivables	13,050	2,471	-	-	-	15,521
1260 Due From Funds	1,016,530	96,414	-	81,889	-	1,194,834
1280 Due From Other Funds Warehouse Items	1,121	-	-	-	(47,055)	(45,934)
1290 Other Receivables	648,015	-	-	-	-	648,015
1300 Inventories, At Cost	91,093	160,914	-	-	-	252,007
Total Receivables	\$ 5,010,756	\$ 273,611	\$ 924,413	\$ 81,889	\$ (47,055)	\$ 6,243,614
1400 Other Current Assets			-	-	493,399.44	493,399.44
Total Assets	\$ 38,475,606	\$ 3,102,590	\$ 10,646,820	\$ 285,319,101	\$ 7,574,291	\$ 345,118,407
Resources						
5010 Estimated Revenue	\$ 160,333,198	\$ 14,166,665	\$ 64,300,000	\$ 331,846,003	\$ 17,326,200	\$ 587,972,066
5030 Less: Realized Revenue	3,138,028	1,689,756	116,288	3,134,081	2,608,279	10,686,431
5000 Revenues to be Received	157,195,170	12,476,909	64,183,712	328,711,922	14,717,921	577,285,635
Total Assets & Resources	\$ 195,670,776	\$ 15,579,499	\$ 74,830,532	\$ 614,031,023	\$ 22,292,211	\$ 922,404,042
Liabilities						
Current Liabilities:						
2110 Accounts Payable	\$ 261,668	\$ 40,286	\$ -	\$ 871,748	\$ (26,059)	\$ 1,147,644
2160 Accrued Wages Payable	9,989,501	548,090	-	61,942	156,094	10,755,627
2170 Due To Other Funds	231,284	7,252	-	798	910,997	1,150,331
2180 Due To Other Govt's	14,247	-	9,446	-	-	23,693
2190 Due To Student Groups	-	-	-	-	-	-
2150 Payroll Deduct & Withhold	-	-	-	-	205,408	205,408
Total Current Payables	\$ 10,496,700	\$ 595,628	\$ 9,446	\$ 934,488	\$ 1,246,440	\$ 13,282,703
2210 Accrued Expenses	-	-	-	181,306	721,355	902,661
2300 Deferred Revenue	2,062	481,013	-	-	-	483,075
2400 Payable From Restricted Assets	-	371,383	-	-	-	371,383
2600 Deferred Inflows	3,378,634	-	934,862	-	-	4,313,496
Total Liabilities	\$ 13,877,396	\$ 1,448,024	\$ 944,308	\$ 1,115,794	\$ 1,967,795	\$ 19,353,317
Fund Equity						
6010 Appropriations	\$ 162,993,663	\$ 13,025,018	\$ 55,520,000	\$ 612,569,639	\$ 16,978,200	\$ 861,086,520
6050 Less: Expenditures	(24,209,372)	(3,541,284)	(6,900)	(14,963,940)	(2,537,334)	(45,258,831)
6030 Encumbrances						-
Available Appropriations	\$ 138,784,291	\$ 9,483,734	\$ 55,513,100	\$ 597,605,699	\$ 14,440,866	\$ 815,827,689
4310 Reserve For Encumbrances	-	-	-	-	-	-
3600 Unassigned Fund Balance	42,348,368	4,647,741	18,373,124	15,309,530	5,883,550	86,562,314
3590 Committed Fund Balance - Accr. Leave	660,722					660,722
Total Liability & Fund Equity	\$ 195,670,776	\$ 15,579,499	\$ 74,830,532	\$ 614,031,023	\$ 22,292,211	\$ 922,404,042

SUMMARY OF TAX COLLECTIONS
AS OF OCTOBER 2023

2023-24 Original Tax Levy	\$ 208,773,222.00
Delinquent Taxes as of 8/31/2023	<u>4,880,996.17</u>
 Total Receivables for 2023-24	 \$ 213,654,218.17
Current Year Adjustments	0.00
Prior Year Adjustments	<u>(357,678.25)</u>
 Adjusted Receivables.....	 \$ 213,296,539.92
Total Net Collections To Date	<u>(161,256.31)</u>
 Outstanding Receivables as of 10/31/2023	 \$ <u>213,135,283.61</u>

<u>SUMMARY OF BUDGETED COLLECTIONS</u>	<u>BUDGETED</u>	<u>NET COLLECTED</u>	<u>BUDGETED DIFFERENCE</u>	<u>% OF BUDGET COLLECTED</u>
Maintenance - Current Tax	\$ 142,940,170.00	\$ 0.00	\$ 142,940,170.00	0.00%
Maintenance - Prior Year Tax	200,000.00	49,692.58	150,307.42	0.00%
Maintenance - Penalties & Interest	<u>750,000.00</u>	<u>67,993.56</u>	<u>682,006.44</u>	<u>9.07%</u>
Sub-total	<u>\$ 143,890,170.00</u>	<u>\$ 117,686.14</u>	<u>\$ 143,772,483.86</u>	<u>0.08%</u>
 Debt Service - Current Tax	 \$ 63,000,000.00	 \$ 0.00	 \$ 63,000,000.00	 0.00%
Debt Service - Prior Year Tax	100,000.00	18,397.33	81,602.67	0.00%
Debt Service - Penalties & Interest	<u>300,000.00</u>	<u>25,172.84</u>	<u>274,827.16</u>	<u>8.39%</u>
Sub-total	<u>\$ 63,400,000.00</u>	<u>\$ 43,570.17</u>	<u>\$ 63,356,429.83</u>	<u>0.07%</u>
Total Collections	<u>\$ 207,290,170.00</u>	<u>\$ 161,256.31</u>	<u>\$ 207,128,913.69</u>	<u>0.08%</u>

<u>Tax Collection Comparison with 2023-24: Adjusted Tax Roll</u>	<u>2023-24</u>	<u>2022-23</u>	<u>2021-22</u>
Percent of Current Year Taxes Collected	0.00%	0.00%	0.49%
Percent of Total Taxes Collected	0.03%	0.02%	0.51%
Percent of Total Taxes and P & I Collected	0.08%	0.06%	0.52%

<u>Tax Collection Comparison with 2023-24: Original Tax Roll</u>	<u>2023-24</u>	<u>2022-23</u>	<u>2021-22</u>
Percent of Current Year Taxes Collected	0.00%	0.00%	0.49%
Percent of Total Taxes Collected	0.03%	0.02%	0.51%
Percent of Total Taxes and P & I Collected	0.08%	0.06%	0.52%

**Lake Travis ISD
2018 Bond Program Summary
October 31, 2023**

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds	253,000,000.00	236,305,111.00	236,305,111.42	(0.42)
2 Interest Revenue	0.00	5,377,663.00	5,316,473.39	61,189.61
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premiums	0.00	18,631,178.00	18,631,178.35	(0.35)
Total Resources	253,000,000.00	260,313,952.00	260,252,763.16	61,188.84

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #7	31,511,000.00	34,596,166.00	34,596,165.46	0.54
20 Elementary School #8	3,979,000.00	7,581,660.00	7,581,657.58	2.42
30 Secondary School #2	13,802,000.00	7,777,041.00	7,212,219.01	564,821.99
40 Middle School #3	75,980,710.00	77,314,012.00	77,314,011.66	0.34
50 FCA Projects	36,610,132.00	56,322,771.00	56,322,755.99	15.01
60/70 Small Renovation Improvements	16,927,133.00	11,828,950.00	11,828,947.58	2.42
Construction/Renovation	178,809,975.00	195,420,600.00	194,855,757.28	564,842.72
81 Instructional Materials & Equipment	5,707,000.00	4,169,749.00	4,169,371.01	377.99
82 Technology	29,901,700.00	25,597,975.00	25,597,969.83	5.17
83 Copy Machines	750,000.00	1,096,809.00	1,096,808.97	0.03
84 Maintenance	600,000.00	793,832.00	793,830.93	1.07
85 Food & Nutrition Services	3,950,789.00	1,948,975.00	1,948,973.36	1.64
86 Transportation	13,300,000.00	8,536,972.00	8,536,969.91	2.09
87 District Furniture & Equipment	6,000,000.00	6,958,972.00	6,817,188.44	141,783.56
88 Police	0.00	1,095,829.00	590,595.95	505,233.05
90 Land	1,270,000.00	577,000.00	576,464.50	535.50
91 Bond Closing	2,000,000.00	1,918,024.00	1,918,023.77	0.23
94 Contingency	7,510,536.00	8,124,534.00	4,985,502.00	3,139,032.00
95 Program Administration	3,200,000.00	3,624,681.00	3,470,216.94	154,464.06
97 LTMS Wastewater Expansion	0.00	450,000.00	86,801.18	363,198.82
Other Programs	74,190,025.00	64,893,352.00	60,588,716.79	4,304,635.21
Total 2018 Bond Program	253,000,000.00	260,313,952.00	255,444,474.07	4,869,477.93

**Lake Travis ISD
2023 Bond Program
October 31, 2023**

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds -Prop A	548,410,330.00	548,410,330.00	246,715,051.13	301,695,278.87
1 Bond Proceeds -Prop B	60,790,110.00	60,790,110.00	40,639,386.23	20,150,723.77
2 Interest Revenue - Prop A	0.00	15,234,365.00	8,783,906.75	6,450,458.25
2 Interest Revenue - Prop B	0.00	2,480,013.00	1,429,938.31	1,050,074.69
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premiums	0.00	14,705,427.00	14,705,427.00	0.00
Total Resources	609,200,440.00	641,620,245.00	312,273,709.42	329,346,535.58

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #8	50,917,526.00	50,917,526.00	62,618.44	50,854,907.56
20 Elementary School #9	55,517,521.00	55,517,521.00	805,072.50	54,712,448.50
30 Secondary School #2	179,990,620.00	179,990,621.00	116,684.22	179,873,936.78
40 Campus/District Facilities Projects	177,393,335.00	173,718,436.00	1,977,768.14	171,740,667.86
50 FCA Projects	36,312,528.00	36,260,427.00	910,787.10	35,349,639.90
60 Technology Improvements	60,790,110.00	60,790,110.00	11,561,625.91	49,228,484.09
Construction/Renovation	560,921,640.00	557,194,641.00	15,434,556.31	541,760,084.69
81 Curriculum and Instructional Material:	1,800,000.00	5,452,003.00	129,493.42	5,322,509.58
82 Copy Machines	585,300.00	585,300.00	0.00	585,300.00
83 Maintenance	273,500.00	273,500.00	0.00	273,500.00
84 Transortation	9,620,000.00	9,620,000.00	130,359.39	9,489,640.61
85 District Furniture & Equipment	1,500,000.00	1,575,000.00	32,592.10	1,542,407.90
90 Land	15,000,000.00	15,000,001.00	15,090,028.88	(90,027.88)
91 Bond Closing	4,000,000.00	4,000,000.00	2,059,864.36	1,940,135.64
94 Contingency	12,000,000.00	44,274,800.00	0.00	44,274,800.00
95 Program Management	3,500,000.00	3,500,000.00	0.00	3,500,000.00
98 Miscellaneous	0.00	145,000.00	88,080.22	56,919.78
Other Programs	48,278,800.00	84,425,604.00	17,530,418.37	66,895,185.63
Total 2023 Bond Program	609,200,440.00	641,620,245.00	32,964,974.68	608,655,270.32



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2024-2025 LTISD Proposed Instructional Calendar

RECOMMENDED ACTION

For Presentation/Discussion only, action will be requested at the December 13th meeting.

RATIONALE

State law requires 75,600 operational minutes for students and staff 187 days. The first day of school with students is Wednesday, August 14, 2024 (DOI), and the last day of school with students is May 22, 2025, prior to Memorial Day. Classroom teachers would start on August 5, 2024, and end on May 23, 2025 prior to Memorial Day.

Bad Weather Minutes are banked for 2 full days.

The Texas Education Agency will be posting the application in the Spring for a staff development waiver providing 2,100 waiver minutes to use for high-quality staff development that impacts student outcomes. Proposed full-day waiver minutes: October 11, 2024; January 7, 2025; February 14, 2025. Early Release days with 240 minutes of instruction and 200 minutes of professional development: October 23, 2024; December 11, 2024; February 26, 2025; March 14, 2025.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Tasha Barker - Assistant Superintendent of Organizational Services
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

2024-2025 LTISD Proposed Instructional Calendar Options

MEETING DATE

November 15, 2023

Lake Travis ISD Instructional Calendar Parameters

Factors	Considerations
Top Priority	<ul style="list-style-type: none"> • The instructional calendar is based on what is instructional best for students. • The instructional calendar contains elements that best support instruction and academic achievement, and then take into account parent and staff considerations and preferences.
State Law	<ul style="list-style-type: none"> • Start Date: State law does not allow a school district to begin before the fourth Monday in August. <i>DOI Option</i> • Number of Operational Minutes: State law requires 75,600 minutes • Waiver Availability 2,100 total waiver minutes to use for professional development. This waiver has to be submitted each year and requires board approval. It is usually available in the Spring. • Number of Teacher Days: State law requires 187 days for teachers and it is not based on minutes. • Inclement Weather Days: State law requires the inclusion of time for inclement weather days (880 minutes) in the calendar. • Memorial Day: Texas Education Code 25.081(f) states that A school district may not provide student instruction on Memorial Day.
Semesters	<ul style="list-style-type: none"> • Balancing of Semesters: The number of days in each semester should be as close in number to each other as possible. This consideration is essential for single-semester courses. However, the second semester may be longer as all major tests, STAAR/EOC, Advanced Placement, etc., are administered in the spring. • First Semester Exams: The timing of exams (before or after winter break) impacts one-semester courses, dual credit courses, graduation and college start for December graduates, and grade reporting and transcripts submission for college applications. • University Summer School: The start of University summer school sessions is a factor for graduating seniors and teachers who wish to take summer courses. College coursework typically begins the first Monday in June.
Professional Development	<ul style="list-style-type: none"> • Professional development days were strategically placed in order to maximize positive impact on instruction, align with the state testing schedule, and spread throughout the school year. The requirements and guidelines for the content and delivery of staff development are more specifically addressed in Texas Education Code (TEC) Chapter 21, subchapter J Section 21.451. and 19 Tex. Admin. Code Ch. 153, subchapter BB.
Testing Schedules	<ul style="list-style-type: none"> • The calendar design takes into account state STAAR/EOC test days and any others (Advanced Placement test days). Student holidays are not scheduled during testing weeks. http://tea.texas.gov/student.assessment/calendars/
Holidays	<ul style="list-style-type: none"> • The calendar design takes into account national holidays. • Spring Break is usually aligned with the University of Texas (Austin Community College) and surrounding districts.
UIL	<ul style="list-style-type: none"> • Considerations of UIL events and calendar options will be considered. http://www.uiltexas.org/calendar
Surrounding Districts	<ul style="list-style-type: none"> • Other surrounding school districts' calendars were reviewed for information, spring break, examples, and new or different options.
Student Attendance Data	<ul style="list-style-type: none"> • Examination of Student Attendance Data: • Student data was examined to establish patterns that may affect the calendar. • Attendance near holidays is closely monitored. • The number of partial weeks is minimized in an effort to maximize attendance.
Summer Programs	<ul style="list-style-type: none"> • Consideration was given to the timing of summer programs.

Timeline for Development

Procedures and Discussion of Options reviewed by Cabinet
 ELT/Principal Presentation/Discussion and Campus Feedback
 ACE Committee
 Board of Trustees Meeting 1st Reading/Discussion Item
 Board of Trustees Meeting 2nd Reading/Action Item

2024-2025 Lake Travis ISD Draft Calendar before MD

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

20 13 5720

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

20 20 8800

The cell that is at the end of the Month under Monday is for putting the total number of Staff days for the Month and the cell that is at the end of the Month under Friday is for putting the total number of Student days for the Month. The cell under Saturday should automatically calculate the number of instructional minutes based on the student days for the month times 440.

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23 22 9480

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

16 16 7040

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

15 15 6400

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

19 18 7920

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

20 18 7920

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

16 16 7040

[UT Spring Break Rumor that they may change it to the week before](#)

[ACC Calendar](#)

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

21 21 9240

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

17 16 7040

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

0

Federal holidays 2024/25

Jul 4, 2024	Independence Day	Nov 28, 2024	Thanksgiving Day	Feb 17, 2025	Presidents' Day
Sep 2, 2024	Labor Day	Dec 25, 2024	Christmas Day	Apr 18, 2025	Good Friday
Oct 14, 2024	Columbus Day	Jan 1, 2025	New Year's Day	May 26, 2025	Memorial Day
		Jan 20, 2025	Martin L. King Day		

175 Student Days 187 Teacher Days
76600
120

*Required 187 for Teachers
Required 75,600 for Students
880 banked for BW

440 Minutes in a day
Early Release 200 minutes

First Semester: 86
Second Semester 89

175 Student Days 187 Teacher Days *Required 187 for Teachers 2 BW days Banked

First Day of School
Holiday Students/Staff
Student Holiday/Staff Day
Green outline - start grading

STAAR Window
Early Release 200 Minutes
Red outline - end grading

Last Day (ER)

Board First Reading November 15, 2023

Early Release Times
Elementary 11:40 a.m.
Secondary 12:50 p.m.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Curriculum Audit Update

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

In the Spring of 2022, LTISD requested a curriculum audit to be completed by Texas Curriculum Management Audit Center with the Texas Association of School Administrators. A group of 3 auditors completed a site visit starting on 2/28/22 through 3/3/22. They observed 269 classrooms, evaluated 1,598 student work samples, analyzed 2,368 survey responses from parents, teachers, and administrators, and conducted 59 interviews with teachers, board members, district administrators, principals, assistant principals, instructional coaches, and ESL instructional support teachers.

This is an update on the progress that LTISD has made regarding the findings in the curriculum audit.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction

ATTACHMENTS

None

MEETING DATE

November 15, 2023



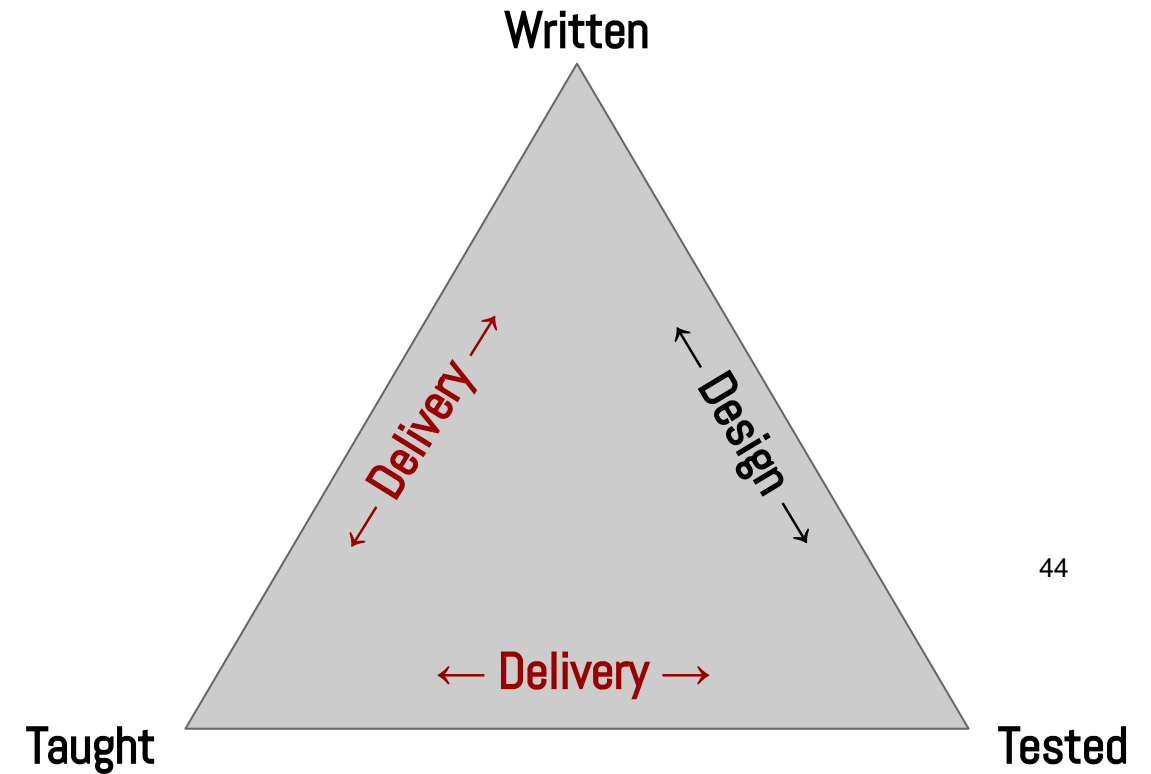
Curriculum Audit Update

November 15, 2023

What is curriculum?

Curriculum is the set of learnings students are expected to master over the course of their years in the district.

A guaranteed curriculum ensures that **each** student will have access to an **effective or highly effective teacher** and access to the same content, knowledge, and skills in each section or class.



Curriculum Audit By the Numbers

- 59** Interviews conducted
- 43** Documents collected for review
- 269** Classroom observations (Feb 28 - Mar 3, 2022)
- 1,598** Student work artifacts evaluated
- 2,368** Survey responses from parents, teachers, and administrators

We received the audit results June 2022.



Focus Areas

Our audit revealed 12 major findings and 4 recommendations spread across **5 focus areas:**

- Focus Area 1: District vision and accountability
- Focus Area 2: Curriculum
- Focus Area 3: Consistency and equity
- Focus Area 4: Feedback
- Focus Area 5: Productivity



Recommendation 1:

Gain and maintain control of district resources through quality board policies, focused planning, the strategic deployment of personnel, and creation of systems for district functions.



LTISD Response to Recommendation 1:

Continue to enhance and expand the [C&I Hub](#)

Continued Analysis of the Strategic Deployment of Personnel

Creation of the TOSA (Teacher on Special Assignment)

Additional Support for Emergent Bilingual Population

Instructional Coaching for Special Services

Implementation of Professional Learning Communities (PLC)



Recommendation 2:

Develop and implement quality written curriculum for all content areas taught at all grade levels, guided by a comprehensive curriculum management plan.



LTISD Response to Recommendation 2:

Curriculum Writing

Curriculum Guides are comprehensive documents that teachers can use as a guide to understand the content, rigor and delivery of the material they will be teaching.

By the Fall of 2025, LTISD desires to have curriculum guides for all core content courses. These guides will be built out in a scaffolded manner, with the intention of adding to the foundational course essentials over time, ensuring that these living documents become increasingly robust and remain current.



LTISD Response to Recommendation 2:

Curriculum Writing

Based on data gathered in 2022, we prioritized which subjects and grade levels would be written first.

- Math K-5
- Science 5 and Spanish Science 5
- Spanish Language Arts 3-5
- Math 7
- Science 6-8
- Social Studies 6
- Reading Language Arts 6 and 8
- Algebra I (HS)
- Biology
- English I and II



LTISD Response to Recommendation 2:

Curriculum guides will be aligned to the 4 PLC questions and will include:

- State Standards and Clarifications
- Success Criteria
- Common Misconceptions
- Assessment Supports
- Vocabulary
- Suggested Pacing
- Vertical Alignment
- Differentiation Strategies
- Supporting Resources

Navigation Overview: Unit (# of Days)	
Unit Rationale (Our Why) / District Vision / Driving / Essential Questions / Real World Lenses / Suggested Pacing	
Question 1: What do we want students to know and be able to do?	
TEKS Student Expectations / ELPS / Student Outcomes / Success Criteria / Vocabulary / Common Misconceptions / Vertical Alignment / SE Specificity	
Question 2: How will we know if students know it?	
Assessing	Learning
Assessment Exit Tickets / Formative Assessments / Summative Assessments Assessment Supports Common Rubrics / Anchor Charts / Released STAAR	Tier 1 52 Content Tips / Management Tips / Learning Experiences / Supporting Resources Differentiation Struggling Learners / Emergent Bilingual / Advanced Learners Learning Supports Lesson Artifacts & Exemplars / Cross Curricular Resources
Question 3: How do we respond when students STRUGGLE?	Question 4: How do we respond when students already SHOW PROFICIENCY?
Responding	
Interventions	Enrichment / Extensions



Recommendation 3:

Promote effective instructional practices, rigorous student work associated with high levels of student achievement. Refine and expand efforts to develop the capacity of teachers through professional learning and monitoring instruction. Institutionalize a system aimed at ensuring equitable access to curriculum, support, and programs for all students.



LTISD Response to Recommendation 3:

Development of the LT Power Moves which focuses on High Yield Instructional Strategies



	Learning is Social	Learning is Inspiring	Learning is Dynamic	Learning is Empowering
Culture	Teachers build positive relationships with students and a sense of community in the classroom.	As the quantity and quality of rigorous learning activities goes up, classroom discipline problems go down.	Students participate in SEL lessons. Teachers use Restorative Practices techniques.	Educators have the responsibility to help students gain both cognitive skills and the essential (soft skills) necessary for future experiences. 1 of 2
Planning	Teachers plan collaboratively rather than cooperatively.	Four questions are used for planning instruction: <ul style="list-style-type: none"> • What do we want all students to know and be able to do? • How will we know if they learn it? • How will we respond when some students don't learn it? • How will we extend learning for students who are proficient? 	Lesson plans include how we will differentiate for SpEd, EB, and GT students.	Teachers design lessons to align with the TEKS as well as the ELPs.
Instruction	Teachers provide frequent opportunities for student discourse. Lessons include critical reading, writing, and speaking.	Students process and apply new information daily through meaningful, engaging learning activities.	New information is presented in short, digestible chunks so that students have frequent opportunities to process.	Students participate in collaborative learning activities (vs. cooperative learning).
Questions	Students who are asking and developing questions are more engaged in the learning.	Questions are open-ended and challenging for students.	Essential Questions for each lesson are aligned with standards and shared with students. They can be used as exit tickets or formative assessments.	Questions are pre-planned and written to the rigor of the TEKS.
Assessment	Frequent checks for understanding are used to assess EACH student.	Assessment questions are written at the rigor level of the TEKS. (Ex: <i>analyze, create, defend, etc.</i>)	Teacher teams analyze multiple data sources and plan re-teach strategies together.	Students receive timely feedback on assignments.



	Looks less like...	Looks more like...
Culture	<p>Students sit in rows most of the time, compliant and quiet.</p> <p>Some students never speak in class.</p> <p>Students work in isolation.</p>	<p>All students are busy bell to bell, actively engaged and participating.</p> <p>Students share their ideas and know they are valued by the teacher and by other students.</p> <p>Students work collaboratively to solve problems.</p>
Planning	<p>Working cooperatively (division of labor while planning together).</p> <p>Teachers are hunting for resources on the internet.</p>	<p>Planning instruction collaboratively using the four questions.</p> <p>Analyzing student work together and making adjustments for a re-teach.</p> <p>Using common exit tickets or a common test/quiz.</p>
Instruction	<p>The teacher is doing most of the talking.</p> <p>Students are passively listening.</p> <p>Lecture, note-taking, or computer programs are the primary sources of information.</p>	<p>Students are doing most of the talking in class.</p> <p>New information is presented in chunks of no more than 5 minutes before all students have an opportunity to write or discuss.</p> <p>Open-ended questions and problems lead students to engage in inquiry, problem solve, and think critically.</p>
Questions	<p>Questions are primarily at the knowledge/comprehension level.</p>	<p>Pre-planned questions that force students to think more deeply - analyzing, predicting, creating, synthesizing.</p> <p>Students generate questions for discussion.</p>
Assessment	<p>Asking whole-group questions and moving on after a student gives the correct answer.</p>	<p>Each student answers the question in some way - partner talk; stop and jot; think time before calling on any student; short written response.</p>

2 c



LTISD Response to Recommendation 3:

Implementation of Professional Learning Communities (PLCs) on all campuses

Offering professional development on:

Tools for reaching bilingual learners,

Tools for creating an inclusive learning environment,

Professional Learning Communities,

Classroom Management

Recommendation 4:

Focus the value of student assessment and program evaluation, guided by a comprehensive assessment plan, on the systematic use of data for decision making. Develop a performance-based budget.

LTISD Response to Recommendation 4:

Creation of the Essential Standards in Each Grade:

[Elementary Essential Standards](#)

[Secondary Essential Standards](#)

59

Creation of the Learning Together Checkpoints

September

November

February

Third Grade Essential Standards

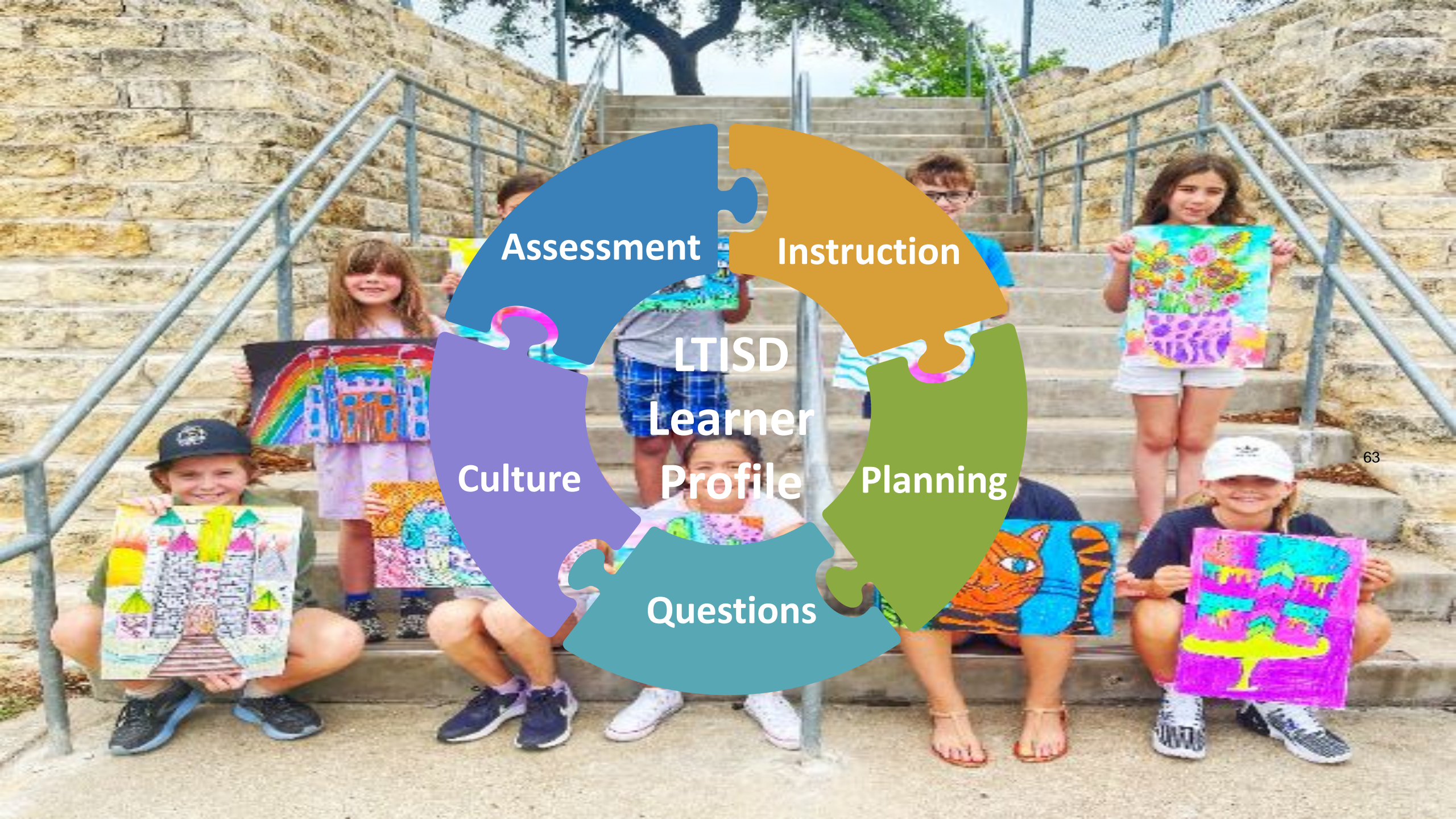
RLA	Social Studies	Math	Science
<p>3.3(B) Use context within and beyond a sentence to determine the meaning of unfamiliar words and multiple -meaning words</p> <p>3.3(B) use el contexto dentro y fuera de la oración para determinar el significado de palabras desconocidas y palabras de significado múltiple</p>	<p>3.4(B) Identify, create, and interpret maps of places that contain map elements, including a title, compass rose, legend, scale, and grid system</p>	<p>3.2(B) describe the mathematical relationships found in the base-10 place value system through the hundred thousands place</p>	<p>3.2(A) plan and implement descriptive investigations, including asking and answering questions, making inferences, and selecting and using equipment or technology needed, to solve a specific problem in the natural world</p>
<p>3.6(F) make inferences and use evidence to support thinking</p> <p>3.6(F) haga inferencias y use evidencia para apoyar la comprensión</p>	<p>3.5(A) Identify ways of earning, spending, saving, and donating money.</p>	<p>3.3(H) compare two fractions having the same numerator or denominator in problems by reasoning about their sizes and justifying the conclusion using symbols, words, objects, and pictorial models</p>	<p>3.5(A) measure, test, and record physical properties of matter, including temperature, mass, magnetism, and the ability to sink or float</p>
<p>3.7(C) Use text evidence to support and appropriate response</p> <p>3.7(C) use evidencia textual para apoyar una respuesta apropiada</p>	<p>3.13(B) Describe the impact of scientific breakthroughs and new technology in computers, pasteurization, and medical vaccines on various communities.</p>	<p>3.4(A) solve with fluency one-step and two-step problems involving addition and subtraction within 1,000 using strategies based on place value, properties of operations, and the relationship between addition and subtraction</p>	<p>3.6(A) explore different forms of energy, including mechanical, light, sound, and heat/thermal in everyday life</p>
<p>3.9(D)(i) central idea with supporting evidence</p> <p>3.9D(i) la idea central y la evidencia que la apoya</p>	<p>3.9(A) identify characteristics of good citizenship, including truthfulness, justice, equality, respect for oneself and others, responsibility in daily life, and participation in government by educating oneself about the issues, respectfully holding public officials to their word, and voting</p>	<p>3.4(F) recall facts to multiply up to 10 by 10 with automaticity and recall the corresponding division facts</p>	<p>3.8(C) construct models that demonstrate the relationship of the Sun, Earth, and Moon, including orbits and positions</p>
<p>3.10(A) explain the author's purpose and message within a text</p> <p>3.10(A) explique el propósito y mensaje del autor dentro de un texto</p>		<p>3.4(K) solve one-step and two-step problems involving multiplication and division within 100 using strategies based on objects; pictorial models, including arrays, area models, and equal groups; properties of operations; or recall of facts</p>	<p>3.10(B) investigate and compare how animals and plants undergo a series of orderly changes in their diverse life cycles such as tomato plants, frogs, and lady beetles</p>

Grade Level	Course/ Content Area	Essential Standard #1	Essential Standard #2	Essential Standard #3
7th	7th Grade On-Level Math	7.11(A) model and solve one-variable, two-step equations and inequalities	7.7(A) represent linear relationships using verbal descriptions, tables, graphs, and equations that simplify to the form $y = mx + b$	7.9(C) determine the area of composite figures containing combinations of rectangles, squares, parallelograms, trapezoids, triangles, semicircle, quarter circles
7th	Honors 7th Grade Math	8.5(A) Represent linear proportional situations with tables, graphs, and equations in the form $y=kx$	8.5(I) Write an equation in the form $y=mx+b$ to model a linear relationship between two quantities using verbal, numerical, tabular, and graphical representations.	8.8(A) Write one-variable equations or inequalities with variables on both sides that represent problems using rational number coefficients and constants
8th	Math 8	8.8(C) model and solve one-variable equations with variables on both sides of the equal sign that represent mathematical and real-world problems using rational number coefficients and constants.	8.5(I) write an equation in the form $y=mx+b$ to model a linear relationship between two quantities using verbal, numerical, tabular, and graphical representations.	8.4(C) use data from a table or graph to determine rate of change or slope and y-intercept in mathematical and real-world problems.
9th	Algebra 1	A.2(A) Determine the domain and range of a linear function in mathematical problems; determine reasonable domain and range values of real-world situations, both continuous and discrete; and represent domain and range using inequalities.	A.5(A) Solve linear equations in one variable, including those for which the application of the distributive properties necessary and for which variables are included on both sides	A.12(E) Solve mathematical and scientific formulas, other literal equations, for a specific variable.
9th, 10th	Geometry AP and on level	G.1(G) display, explain, and justify mathematical ideas and arguments using precise mathematical language in written or oral communication.	G.2(B) Derive and use the distance, slope, and midpoint formulas to verify geometric relationships, including congruence of segments and parallelism or perpendicularity of pairs of lines.	G.9(A) Determine the lengths of sides and measures of angles in a right triangle by applying the trigonometric ratios sine, cosine, and tangent to problems. ⁶¹
9th, 10th, 11th, 12th	Precalculus	(2J) The student is expected to analyze and describe end behavior of functions, including exponential, logarithmic, rational, polynomial, and power functions, using infinity notation to communicate this characteristic in mathematical and real-world problems.	(2P) The student is expected to determine the values of the trigonometric functions at the special angles and relate them in mathematical and real-world problems.	(4C) The student is expected to represent angles in radians or degrees and find the measure of reference angles and angles in standard position.
10th, 11th, 12th	Algebra II	2A.1(B) use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution, and evaluating the problem-solving process and the reasonableness of the solution	2A.2(C) describe and analyze the relationship between a function and its inverse (quadratic and square root, logarithmic and exponential), including the restriction(s) on domain, which will restrict its range	2A.2(A) graph the functions $f(x)=\sqrt{x}$, $f(x)=1/x$, $f(x)=3\sqrt{x}$, $f(x)=bx$, $f(x)=|x|$, and $f(x)=\log_b(x)$ where $b > 10$, and e , and, when applicable, analyze the key attributes such as domain, range, intercepts, symmetries, asymptotic behavior, and maximum/minimum given an interval



Next Steps...

- Continue to Create Curriculum Documents
- Analysis of the LT Checkpoints and Other Assessments
- Continued Professional Development
- Continued Analysis and Adjustment to Resources Provided to Educators and Campuses



Assessment

Instruction

LTISD
Learner
Profile

Culture

Planning

Questions



Questions?

Lake Travis ISD
 CMR LTHS New Parking Lot & Cavalier Drive Phase II
 Bid #24-001

Board Agenda - Preliminary Tabulation

			American Constructors Cedar Park, TX 78613	Balfour Beatty Austin, TX 78744	Braun & Butler Leander, TX 78641	Flynn Construction Austin, TX 78738	Zapalac Reed Austin, TX 78738
Step 1A - Qualifications			Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points
Item #	Description	Group Points Available					
1A	Qualifications	100					
Total Points		100	97.3	93.3	96.3	97.0	97.3

Comments:
 Points based on Qualifications and Past Experience.

			American Constructors Cedar Park, TX 78613	Balfour Beatty Austin, TX 78744	Braun & Bulter Leander, TX 78641	Flynn Construction Austin, TX 78738	Zapalac Reed Austin, TX 78738
Step 2 - Price Proposal			A	A	A	A	65 A
Item #	Description						
2	CMR Fee %		5.00%	3.25%	3.85%	2.95%	2.75%
	Pre Construction Costs		\$25,000	\$4,400	\$15,000	\$3,000	\$21,667

AWARD - The District Purchasing and Construction Departments are making a recommendation to the Board of Trustees on November 15, 2023 to award to Zapalac Reed based on CMR fee.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Construction Manager At-Risk for Lake Travis High School New Parking Lot and Cavalier Drive Phase II

RECOMMENDED ACTION

For Presentation/Discussion only, action will be requested at the December 13, 2023 meeting.

RATIONALE

Per Board Policy CV (Local), the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that provides the best value to the District. The Business Office, Purchasing, Facilities & Construction and Legal Departments have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

Lake Travis ISD issued a RFP for Construction Manager At-Risk (CMR) for the new parking lot and improvements to Cavalier Drive Phase II at Lake Travis High School on September 28, 2023, with a closing date of November 7, 2023 and an anticipated award date of December 13, 2023, with Board approval. The District received five responses. The evaluation team was comprised of district employees consisting of two employees from Facilities & Construction, two employees from Purchasing, one employee from Maintenance and one employee from the Technology Departments.

General Contractor, Zapalac Reed, is in line for award by scoring the highest percentage value of 97.3%. Based on the evaluation criteria, the District recommends Zapalac Reed for CMR – Lake Travis High School New Parking Lot and Cavalier Drive Phase II.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

Final Evaluation Summary for CMR – LTHS New Parking Lot and Cavalier Drive Phase II

MEETING DATE

November 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Construction Manager At-Risk for Lake Travis High School Competition Gym, Fine Arts Addition and Artificial Turf Field

RECOMMENDED ACTION

For Presentation/Discussion only, action will be requested at the December 13, 2023 meeting.

RATIONALE

Per Board Policy CV (Local), the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that provides the best value to the District. The Business Office, Purchasing, Facilities & Construction and Legal Departments have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

Lake Travis ISD issued a RFP for Construction Manager At-Risk (CMR) for the new competition gym, Fine Arts addition and turf band practice field at Lake Travis High School on September 28, 2023, with a closing date of November 7, 2023 and an anticipated award date of December 13, 2023, with Board approval. The District received five responses. The evaluation team was comprised of district employees consisting of two employees from Facilities & Construction, two employees from Purchasing, one employee from Maintenance and one employee from the Technology Departments.

General Contractor, American Constructors, is in line for award by scoring the highest percentage value of 99%. Based on the evaluation criteria, the District recommends American Constructors for CMR – Lake Travis High School Competition Gym, Fine Arts Addition and Artificial Turf Field.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

Final Evaluation Summary for CMR – LTHS Competition Gym, Fine Arts Addition and Artificial Turf Field

MEETING DATE

November 15, 2023

Lake Travis ISD
 CMR Comp Gym, Fine Arts, Artificial Turf Field
 Bid #24-003

Board Agenda - Preliminary Tabulation

Step 1A - Qualifications			American Constructors Cedar Park, TX 78613	Balfour Beatty Austin, TX 78746	Bartlett Cocke Contractors Austin, TX 78744	Core Construction Cedar Park, TX 78613	Sutterfield & Pontikes Construction, Inc Austin, TX 78746
Item #	Description	Group Points Available	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points
1A	Qualifications	100	99.0	86.0	92.0	90.0	89.0
Total Points		100	99.0	86.0	92.0	90.0	89.0

Comments:
 Points based on Qualifications and Past Experience

Step 2 - Price Proposal			American Constructors Cedar Park, TX 78613	Balfour Beatty Austin, TX 78746	Bartlett Cocke Contractors Austin, TX 78744	Core Construction Cedar Park, TX 78613	Sutterfield & Pontikes Construction, Inc ⁶⁸ Austin, TX 78746
Item #	Description	A	A	A	A	A	
2	CMR Fee %	4.85%	2.75%	3.15%	3.50%	2.95%	
	Pre Construction Costs	\$50,000	\$20,000	\$25,000	\$35,000	\$125,000	

AWARD - The District Purchasing and Construction Departments are making a recommendation to the Board of Trustees on November 15, 2023 to award to American Constructors based on the highest points scored.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Construction Manager At-Risk for Elementary School #9

RECOMMENDED ACTION

For Presentation/Discussion only, action will be requested at the December 13, 2023 meeting.

RATIONALE

Per Board Policy CV (Local), the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that provides the best value to the District. The Business Office, Purchasing, Facilities & Construction and Legal Departments have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

Lake Travis ISD issued a RFP for Construction Manager At-Risk (CMR) for the new Elementary School #9 on September 28, 2023, with a closing date of November 7, 2023 and an anticipated award date of December 13, 2023, with Board approval. The District received four responses. The evaluation team was comprised of district employees consisting of two employees from Facilities & Construction, two employees from Purchasing, one employee from Maintenance and one employee from the Technology Departments.

General Contractor, Bartlett Cocke, is in line for award by scoring the highest percentage value of 98.8%. Based on the evaluation criteria, the District recommends Bartlett Cocke for CMR – Elementary School #9.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Cristy Soares – Director of Purchasing

ATTACHMENTS

Final Evaluation Summary for CMR – Elementary School #9

MEETING DATE

November 15, 2023

Lake Travis ISD
 CMR Elementary School #9
 Bid #24-004

Board Agenda - Preliminary Tabulation

			Bartlett Cocke Austin, TX 78746	Core Construction Cedar Park, TX 78613	Rogers-O'Brien Austin, TX 78738	Satterfield & Pontikes Construction Austin, TX 78738
Step 1A - Qualifications			Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points
Item #	Description	Group Points Available				
1A	Qualifications	100				
Total Points		100	98.8	96.3	96.0	95.8

Comments:
 Points based on Qualifications and Past Experience.

			Bartlette Cocke Austin, TX 78744	Core Construction Cedar Park, TX 78613	Rogers-O'Brien Austin, TX 78738	Satterfield & Pontikes Construction Austin, TX 78738
Step 2 - Price Proposal			A	A	A	A
Item #	Description					
2	CMR Fee %		2.75%	3.25%	3.25%	2.95%
	Pre Construction Costs		\$44,000	\$45,000	\$80,000	\$125,000

AWARD - The District Purchasing and Construction Departments are making a recommendation to the Board of Trustees on November 15, 2023 to award to Bartlett Cocke based on the highest points scored.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Construction Manager At-Risk for Educational Development Center Addition

RECOMMENDED ACTION

For Presentation/Discussion only, action will be requested at the December 13, 2023 meeting.

RATIONALE

Per Board Policy CV (Local), the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that provides the best value to the District. The Business Office, Purchasing, Facilities & Construction and Legal Departments have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

Lake Travis ISD issued a RFP for Construction Manager At-Risk (CMR) for the addition to the Educational Development Center on September 28, 2023, with a closing date of November 7, 2023 and an anticipated award date of December 13, 2023, with Board approval. The District received six responses. The evaluation team was comprised of district employees consisting of two employees from Facilities & Construction, two employees from Purchasing, one employee from Maintenance and one employee from the Technology Departments.

General Contractor, Flynn Construction, is in line for award by scoring the highest percentage value of 98%. Based on the evaluation criteria, the District recommends Flynn Construction for CMR – Educational Development Center Addition.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

Final Evaluation Summary for CMR – Educational Development Center Addition

MEETING DATE

November 15, 2023

Lake Travis ISD
 CMR EDC Addition Bid
 Bid #24-005

Board Agenda - Preliminary Tabulation

			Balfour Beatty Austin, TX 78746	Bartlett Cocke Contractors Austin, TX 78744	Braun & Butler Leander, TX 78641	Flynn Construction Inc Austin, TX 78745	QA Construction Services Inc Austin, TX 78724	T.F Harper & Associates Buda, TX 78610
Item #	Description	Group Points Available	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points
1A	Qualifications	100	90.0	95.0	94.0	98.0	93.0	91.0
Total Points		100	90.0	95.0	94.0	98.0	93.0	91.0

Comments:
 Points based on Qualifications and Past Experience

			Balfour Beatty Austin, TX 78746	Bartlett Cocke Contractors Austin, TX 78744	Braun & Butler Leander, TX 78641	Flynn Construction Inc Austin, TX 78745	QA Construction Services Inc Austin, TX 78724	T.F Harper & Associates Buda, TX 78610
Item #	Description		A	A	A	A	A	A
2	CMR Fee %		3.00%	3.50%	3.85%	3.00%	2.75%	17.00%
	Pre Construction Costs		\$3,000	\$10,000	\$28,000	\$2,500	\$2,500	\$0

AWARD - The District Purchasing and Construction Departments are making a recommendation to the Board of Trustees on November 15, 2023 to award to Flynn Construction Inc based on the highest points scored.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Construction Manager At-Risk for Lake Travis High School Agriculture Building Renovation and Addition

RECOMMENDED ACTION

For Presentation/Discussion only, action will be requested at the December 13, 2023 meeting.

RATIONALE

Per Board Policy CV (Local), the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that provides the best value to the District. The Business Office, Purchasing, Facilities & Construction and Legal Departments have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

Lake Travis ISD issued a RFP for Construction Manager At-Risk (CMR) for the renovation of the agriculture building and addition of an agriculture building at Lake Travis High School on September 28, 2023, with a closing date of November 7, 2023 and an anticipated award date of December 13, 2023, with Board approval. The District received eight responses. The evaluation team was comprised of district employees consisting of two employees from Facilities & Construction, two employees from Purchasing, one employee from Maintenance and one employee from the Technology Departments.

General Contractor, Zapalac Reed, is in line for award by scoring the highest percentage value of 99%. Based on the evaluation criteria, the District recommends Zapalac Reed for CMR – Lake Travis High School Agriculture Building Renovation and Addition.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

Final Evaluation Summary for CMR – Lake Travis High School Agriculture Building Renovation and Addition

MEETING DATE

November 15, 2023

Lake Travis ISD
 CMR AG Renovations and Additions
 Bid #24-006

Board Agenda - Preliminary Tabulation

Step 1A - Qualifications			Balfour Beatty	Bartlett Cocke	Braun & Butler	Flynn Construction	Swinerton	QA Construction	T.F. Harper	Zapalac Reed	
Item #	Description	Group Points Available	Austin, TX 78746	Austin, TX 78744	Leander, TX 78641	Austin, TX 78738	Austin, TX 78738	Austin, TX 78738	Buda, TX 78610	Austin, TX 78738	
			Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	
1A	Qualifications	100									
Total Points			100	94.5	96.0	96.5	96.5	96.5	94.3	93.8	99.0

Comments:
 Points based on Qualifications and Past Experience.

Step 2 - Price Proposal			Balfour Beatty	Bartlett Cocke	Braun & Butler	Flynn Construction	Swinerton	QA Construction	T.F. Harper	Zapalac Reed
Item #	Description		Austin, TX 78746	Austin, TX 78744	Leander, TX 78641	Austin, TX 78738	Austin, TX 78738	Austin, TX 78738	Buda, TX 78610	Austin, TX 78738
			A	A	A	A	A	A	A	A
2	CMR Fee %		3%	3.50%	3.85%	3.30%	3.25%	2.75%	18.30%	3.95%
	Pre Construction Costs		\$2,000	\$10,000	\$22,000	\$2,500	\$14,250	\$2,500	\$0	\$43,333

AWARD - The District Purchasing and Construction Departments are making a recommendation to the Board of Trustees on November 15, 2023 to award to Zapalac Reed based on the highest points scored.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Construction Manager At-Risk for Lake Travis High School Science Wing Addition

RECOMMENDED ACTION

For Presentation/Discussion only, action will be requested at the December 13, 2023 meeting.

RATIONALE

Per Board Policy CV (Local), the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that provides the best value to the District. The Business Office, Purchasing, Facilities & Construction and Legal Departments have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

Lake Travis ISD issued a RFP for Construction Manager At-Risk (CMR) for the new addition to the science wing at Lake Travis High School on September 28, 2023, with a closing date of November 7, 2023 and an anticipated award date of December 13, 2023, with Board approval. The District received five responses. The evaluation team was comprised of district employees consisting of two employees from Facilities & Construction, two employees from Purchasing, one employee from Maintenance and one employee from the Technology Departments.

General Contractor, Braun & Butler, is in line for award by scoring the highest percentage value of 99%. Based on the evaluation criteria, the District recommends Braun & Butler for CMR – Lake Travis High School Science Wing Addition.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

ATTACHMENTS

Final Evaluation Summary for CMR – LTHS Science Wing Addition

MEETING DATE

November 15, 2023

Lake Travis ISD
 CMR LTHS Science Wing Addition
 Bid #24-007

Board Agenda - Preliminary Tabulation

			Balfour Beatty Austin, TX 78746	Bartlett Cocke Austin, TX 78744	Braun & Butler Leander, TX 78641	Flynn Construction Austin, TX 78738	Zapalac Reed Austin, TX 78738
Step 1A - Qualifications			Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points
Item #	Description	Group Points Available					
1A	Qualifications	100					
Total Points		100	96.3	96.3	99.0	96.8	95.3

Comments:
 Points based on Qualifications and Past Experience.

			Balfour Beatty Austin, TX 78746	Bartlett Cocke Austin, TX 78744	Braun & Butler Leander, TX 78641	Flynn Construction Austin, TX 78738	Zapalac Reed 76 Austin, TX 78738
Step 2 - Price Proposal			A	A	A	A	A
Item #	Description						
2	CMR Fee %		3%	3.15%	3.80%	2.90%	3%
	Pre Construction Costs		\$8,520	\$20,000	\$35,000	\$5,000	\$60,000

AWARD - The District Purchasing and Construction Departments are making a recommendation to the Board of Trustees on November 15, 2023 to award to Braun & Butler based on the highest points scored.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) – Construction Manager At-Risk for District Secure Entry Vestibules

RECOMMENDED ACTION

For Presentation/Discussion only, action will be requested at the December 13, 2023 meeting.

RATIONALE

Per Board Policy CV (Local), the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that provides the best value to the District. The Business Office, Purchasing, Facilities & Construction and Legal Departments have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

Lake Travis ISD issued a RFP for Construction Manager At-Risk (CMR) for improvements to district secure entry vestibules on September 28, 2023, with a closing date of November 7, 2023 and an anticipated award date of December 13, 2023, with Board approval. The District received six responses. The evaluation team was comprised of district employees consisting of two employees from Facilities & Construction, two employees from Purchasing, one employee from Maintenance and one employee from the Technology Departments.

General Contractor, Balfour Beatty, is in line for award by scoring the highest percentage value of 98%. Based on the evaluation criteria, the District recommends Balfour Beatty for CMR – District Secure Entry Vestibules.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Cristy Soares – Director of Purchasing

ATTACHMENTS

Final Evaluation Summary for CMR – District Secure Entry Vestibules

MEETING DATE

November 15, 2023

Lake Travis ISD
 CMR District Secure Vestibule Bid
 Bid #24-008

Board Agenda - Preliminary Tabulation

			American Constructors Cedar Park, TX 78613	Balfour Beatty Austin, TX 78746	Braun & Butler Construction Leander, TX 78641	QA Construction Services Inc Austin, TX 78724	Swinerton Austin, TX 78735	T.F Harper & Associates Buda, TX 78610
Step 1A - Qualifications			Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points
Item #	Description	Group Points Available	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points	Total Eval Points
1A	Qualifications	100	97.0	98.0	96.0	93.0	95.0	93.0
Total Points		100	97.0	98.0	96.0	93.0	95.0	93.0

Comments:
 Points based on Qualifications and Past Experience

			American Constructors Cedar Park, TX 78613	Balfour Beatty Austin, TX 78746	Braun & Butler Construction Leander, TX 78641	QA Construction Services Inc Austin, TX 78724	Swinerton Austin, TX 78735	T.F Harper & Associates Buda, TX 78610
Step 2 - Price Proposal			A	A	A	A	A	A
Item #	Description							
2	CMR Fee %		5.00%	3.25%	5.00%	2.75%	3.75%	17.80%
	Pre Construction Costs		\$15,000	\$1,000	\$15,000	\$2,500	\$8,000	\$0

AWARD - The District Purchasing and Construction Departments are making a recommendation to the Board of Trustees on November 15, 2023 to award to Balfour Beatty based on the highest points scored.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Notification under Board Policy CH (Local)-Police Department Vehicles

RECOMMENDED ACTION

For Presentation/Discussion Only.

RATIONALE

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. The Superintendent shall not be required to obtain Board approval for the following types of budgeted purchases that cost \$100,000 or more, but shall subsequently report them to the Board:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law.
2. A purchase made through a cooperative purchasing program, in accordance with law.
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing;
4. A purchase for produce or fuel.

Lake Travis ISD has the following budgeted purchase that requires Board notification:

- (4) Police Response Trucks to Silsbee Ford, Inc. – \$277,651.36
- (1) Police Response K-9 Truck to Silsbee Ford, Inc. – 73,173.89

BUDGET PROVISIONS

2018 Bond Program - \$350,825.25

RESOURCE PERSONNEL

Pam Sanchez-Assistant Superintendent of Business Services

Andy Michael-Chief of Police

Cristy Soares-Director of Purchasing

ATTACHMENTS

None

MEETING DATE

November 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

First Reading of Board Policies Related to Library Instructional Materials

RECOMMENDED ACTION:

For Presentation/Discussion only.

RATIONALE

At the request of the Board of Trustees, two new Local Policies were created to address the two distinct categories of instructional resources utilized in schools – instructional materials and library materials. Presented for consideration are EFA(LOCAL) (Instructional Resources-Instructional Materials) and EFB(LOCAL) (Instructional Resources-Library Materials). Currently both instructional materials and library materials are addressed in Board Policy EF(LOCAL) (Instructional Resources). Adopting these new policies requires the repeal of Board Policy EF(LOCAL).

Board Policy EFA(LOCAL) addresses instructional materials, which are defined in Texas Education Code §31.002 and generally include any material in a format that “conveys the essential knowledge and skills of a subject in the public school curriculum . . . to a student.”

Board Policy EFB(LOCAL) addresses library materials specifically. The revised policy makes several changes, including recognizing the role of parents in a child’s library choices, establishing an expedited review process for library materials alleged to contain “harmful material” or “obscene” content, outlining an expanded reconsideration committee process, and consolidating the reconsideration appeal process. Also presented is EFB(REGULATION) (Library Materials Formal Reconsideration Process), which contains additional detail on the formal reconsideration process. The REGULATION is an administrative document that would be considered for adoption by Mr. Norton in conjunction with any Board Policy changes.

While the two policies are similar, in that they both prohibit works that contain “harmful material” or “obscene” material as defined by the Texas Penal Code, they differ in how materials are selected. Both policies contain processes to challenge materials, and both allow appeals under the District’s formal complaint policies.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Allyson Collins - General Counsel

ATTACHMENTS

1. Current Board Policy EF(LOCAL) – Proposed to be Repealed
2. New Board Policy EFA(LOCAL): Instructional Resources – Instructional Materials
3. New Board Policy EFB(LOCAL): Instructional Resources – Library Materials
4. Draft EFB(REGULATION): Library Materials Formal Reconsideration Process (Consideration for Administration Adoption per Board Direction)



MEETING DATE
November 15, 2023

POLICY RECOMMENDED FOR DELETION

Note: For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see CMD and EFA.

Objectives

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

In this policy, “instructional resources” may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District’s educational program.

The Board shall rely on District professional staff to select and acquire instructional resources that:

1. Enrich and support the curriculum, taking into consideration students’ varied interests, abilities, learning styles, and maturity levels.
2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
3. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.
4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
5. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.

Selection Criteria

In the selection of instructional resources, professional staff shall ensure that the resources:

1. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

2. Meet high standards for artistic quality and/or literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
3. Are appropriate for the subject area and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.
4. Are designed to help students gain an awareness of our pluralistic society.
5. Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives.
6. For library selections, are integral to the instructional program, are appropriate for the reading levels and understanding of students, reflect the interests and needs of the students and faculty, are included because of their literary or artistic value and merit, and present information with the greatest degree of accuracy and clarity.

Administrators, teachers, library media specialists, other District personnel, parents, and community members, as appropriate, may recommend instructional resources for selection. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of resources is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of resources that still have educational value.

Controversial Issues

District professional staff shall endeavor to maintain a balanced collection representing various views when selecting instructional resources on controversial issues. Resources shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]

Challenged Resources

A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.

Informal
Reconsideration

The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

1. The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.
2. The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.
3. If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource.
4. If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.

Formal
Reconsideration

A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of instructional resources:

1. A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

2. A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own child.
3. Access to a challenged resource shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged resources is the appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.

POLICY RECOMMENDED FOR ADOPTION

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB(LOCAL).

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District’s educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, “instructional materials” may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District’s educational program.

Selection

Instructional materials that are textbooks and related supplemental materials shall be chosen from the list of resources adopted by the State Board of Education in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily

lives. [See also EMB regarding instruction about controversial issues.]

5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

Challenged Resources

A parent of a District student, a student who is 18 years of age or older, an individual employee, or any District resident may challenge an instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal
Reconsideration

A complainant shall make any formal challenge to an instructional material on the form provided by the District and shall submit the completed and signed form to the _____. Upon receipt of the form, the _____ shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

NEW POLICY RECOMMENDED FOR ADOPTION

Note: For information related to the selection of instructional materials, see EF(LEGAL) and EFA.

Objectives

The District shall provide a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. The Superintendent shall ensure that librarians and other designated professional staff select library materials in accordance with District policy and administrative regulations.

In this policy, "library materials" may include printed and electronic library acquisitions and other ancillary or supplementary materials maintained in a campus library. In accordance with state and local guidelines, library collections should enrich and support the state and local curriculum. Collections should also provide materials of high interest to encourage student reading and learning for pleasure.

Library materials may be used to enhance the instructional program, for formal or informal teaching and learning purposes, and for voluntary inquiry or self-selected reading.

In accordance with state and local standards, school libraries are essential interactive collaborative learning environments, ever evolving to provide equitable physical and virtual access to ideas, information, and learning tools for the entire school community.

School libraries are essential, safe, and inviting centers for teaching and learning that provide equitable access to emerging technologies and physical and virtual collections of high quality, reflecting input from stakeholders.

The selection and acquisition of the digital library collection shall follow the same policies and procedures as the physical library collection.

Parental Involvement

The District shall focus on maximizing transparency with parents and community members while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged. To support transparency and access for the school community, the District shall establish means for parents and the public to review holdings, including information about titles and how materials are assessed.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

Protection from
Inappropriate
Material

In addition to the selection criteria in this Policy, all material should be appropriate for students. Library materials shall not include “harmful material” as defined by Penal Code 43.24(a)(2) or “obscene” material as defined by Penal Code 43.21(a)(1).

No library material shall be used, distributed, or made available to students if it contains content that can meet the “harmful material” or “obscene” standards. If in question, the District will err on the side of caution with regards to material that is potentially harmful to minors and in violation of state law. [See *Initial Review*, below]

Additionally, library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Selection

Library materials shall be chosen in accordance with guidelines adopted by the Texas State Library and Archives Commission. In the selection of library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels.
2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
3. Develop a balanced collection presenting multiple viewpoints related to controversial issues to foster critical thinking skills and encourage discussion based on rational analysis [see EMB regarding instruction about controversial issues].
4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
5. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
6. Demonstrate literary merit, quality, value, and significance.
7. Have received favorable professional library reviews from state- and nationally recognized review publications.
8. Have received state or national awards or are included on recommended reading lists developed by library professionals and educators.
9. Cover topics, authors, series, or genres that fill gaps in the school library collection.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

10. Include accurate and authentic factual content from authoritative sources.
11. Have a high degree of potential user appeal and interest.
12. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
13. Are requested or recommended by students and teachers.
14. Mirror selections found in neighboring districts or libraries in the region.
15. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Parent Consideration

In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent. Parents are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student. In accordance with state law and administrative regulations, parents may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources see EF(LEGAL).]

Challenged Materials

A parent of a District student, a student who is 18 years of age or older, an individual employee, or any District resident may challenge a library material maintained in the District's library program on the basis that the library material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of library materials:

1. A complainant may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. Except as necessary during an *Initial Review* (see below), access to a challenged material shall not be restricted during the

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

reconsideration process. The District may deny access to a child if requested by the child’s parent.

3. The major criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material. If appropriate, the librarian or administrator may offer a concerned parent an alternative library material to be used by that parent’s child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall direct the complainant to the appropriate resources on the District’s website.

Formal
Reconsideration

A complainant shall make a formal challenge to a library material using the online form provided by the District.

Initial Review

If a formal challenge includes an allegation that the library material includes “harmful material” as defined by Texas Penal Code 43.24(a)(2), or “obscene” material as defined by Texas Penal Code 43.21(a)(1), the District will initiate an initial review of the material. At least one District-level administrator, campus principal, librarian, and the District’s General Counsel shall review the specific content alleged to be harmful or obscene. If the initial review committee determines that the material may fail to comply with Texas Penal Code 43.24(a)(2) or Texas Penal Code 43.21(a)(1), the challenged material shall be temporarily removed from the relevant District library(ies), and the formal challenge shall be expedited. The District-level administrator shall notify the Superintendent, other appropriate administrators, and the complainant within five school days after the decision to expedite the formal challenge process. If, after initial review, the material appears to comply with this Regulation, the formal challenge process shall continue.

If an instructional resource is alleged to contain “harmful material” or “obscene” content as defined by law but has not been formally challenged, the District will initiate a review of the material as outlined above. If the initial review committee determines that the material may fail to comply with Texas Penal Code 43.24(a)(2) or Texas Penal Code 43.21(a)(1), the challenged material shall be

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

temporarily removed from the relevant District library(ies), and a formal challenge in accordance with this Policy shall be expedited.

Reconsideration
Committee

Annually, the District shall seek interested individuals for and establish a pool of volunteers for library material reconsideration committees. The pool shall include parents, students, and instructional staff. Individuals interested in serving on a book reconsideration committee shall submit an application and will be required to sign a volunteer agreement, acknowledging the committee process and agreeing to volunteer responsibilities and confidentiality. Membership in the reconsideration committee pool shall be for one school year, but volunteers can reapply at the end of their term.

Formal
Challenge
Process

The Superintendent shall ensure administrative regulations are established outlining the formal challenge process, using the following guiding principles:

1. A District-level administrator shall conduct a timely review of the formal challenge and shall promptly establish the reconsideration committee when the challenged material is scheduled for review. Books will be reviewed in the order received, one per committee.
2. The total voting committee membership shall be an odd number, including at least three (3) parents. The complainant will not be a member of the committee, but the complainant's written challenge will be thoughtfully considered by the committee. The District-level administrator and the campus librarian who was involved in the informal resolution of the complaint shall be non-voting members of the committee.
3. All members of the committee shall review the challenged library material in its entirety.
4. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program.
5. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

A specific library material that completes the formal challenge process and remains in the library will not be reconsidered within five (5) years of final determination, and any material removed will not be eligible for consideration to be added again for at least 10 years. If a material remains in a library, it shall be evaluated in the

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

regular maintenance of the library collection. [See *Maintenance of Library Materials*, below.]

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at Level Two. [See DGBA, FNG, and GF]

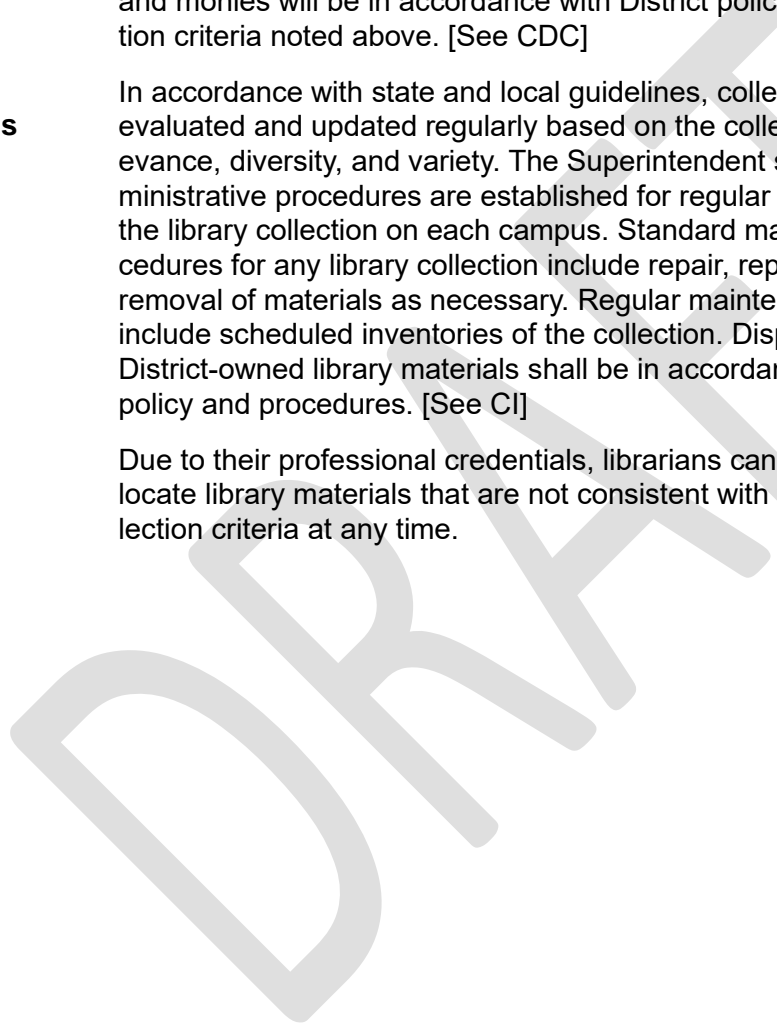
Gifts and Donations

The District shall accept gifts and donations to a campus library with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Maintenance of Library Materials

In accordance with state and local guidelines, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

Due to their professional credentials, librarians can deselect or relocate library materials that are not consistent with the District's selection criteria at any time.



INSTRUCTIONAL RESOURCES
LIBRARY MATERIAL FORMAL RECONSIDERATION PROCESS

EFB(REGULATION)

LIBRARY
MATERIALS
FORMAL
RECONSIDERATION
PROCESS

All provisions in EFB(LOCAL) and this Regulation guide the reconsideration of material in the District's libraries.

When a formal request to reconsider a library material ("book challenge") is received by the District, the following process shall be followed:

1. A District-level administrator shall review the formal challenge for completeness and compliance with challenge requirements.
2. Books will be reviewed in the order received, one per committee.
3. Within three (3) business days of a book being scheduled for review, the District-level administrator shall randomly select individuals from the approved book challenge committee volunteer list.
 - a. The individuals selected should represent the instructional level of the challenged library material (elementary, middle, high school).
 - b. The selected individuals will be contacted to confirm their availability to serve on the committee, and will be provided information about the challenge, including the library material under review and the tentative committee schedule.
 - c. Selected individuals must agree to serve within 48 hours. If a selected individual is unable to serve or does not confirm availability, the district-level administrator shall select another individual from the volunteer list.
4. The total voting committee membership shall be an odd number, either five (5) or seven (7) members.
 - a. The committee shall include at least three (3) parents and two (2) instructional staff members, at least one of which has experience using the challenged resource with students or is familiar with the challenged material's content. The committee may include District-level staff, library staff, secondary-level students, and any other appropriate individuals.
 - b. The complainant will not be a member of the committee, but the complainant's written challenge will be thoughtfully considered by the committee.
 - c. The District-level administrator and the campus librarian who was involved in the informal resolution of the complaint shall be non-voting members of the committee.
5. Prior to the committee meeting, all members of the committee shall review the challenged library material in its entirety.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIAL FORMAL RECONSIDERATION PROCESS

EFB(REGULATION)

- a. The District will provide each committee member with a copy of the library material, which must be returned to the District at the completion of the committee process.
 - b. In lieu of borrowing the District's book, a committee member may purchase their own copy, after confirming with the District-level administrator that the purchase conforms with the exact material that has been challenged.
6. When the reconsideration committee meets to consider the formal challenge, the committee will review all items on the Reconsideration of Library Materials form.
7. After evaluation of the Reconsideration form and any deliberations the committee feels necessary, committee members will vote on the disposition of the library material being considered, determining whether the challenges material conforms to the principles of selection set out in EFB(LOCAL) and whether the challenged materials will continue to be available for voluntary student check-out in the District's libraries.
 - a. The decision does not have to be unanimous and will be based on a majority vote.
8. When the committee has reached a decision, the District-level administrator shall prepare a written report of its findings within ten (10) business days of the committee's meeting. The Superintendent, the complainant, and other appropriate administrators shall receive copies of the report. Other appropriate staff members will be informed of the reconsideration and the outcome.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Senate Bill 763 Resolution

RECOMMENDED ACTION

I move to approve the Senate Bill 763 Resolution, as presented.

RATIONALE

Beginning in 2023-24, Senate Bill 763 allows school districts to employ chaplains or accept chaplains as volunteers. In this Action Item, the proposed Resolution provides that:

1. The Board of Trustees of the Lake Travis Independent School District acts to continue the relationships and partnerships with community volunteers, including clergy/chaplains, to provide support, services, and programs for students, staff, and the community, in accordance with the district's volunteer and visitor policies and procedures and state and federal laws as they exist or may hereafter be amended.
2. The Board of Trustees of the Lake Travis Independent School District delegates to the Superintendent the authority to implement the volunteer programs.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Allyson Collins - General Counsel

ATTACHMENTS

Senate Bill 763 Resolution

MEETING DATE

November 15, 2023

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Board of Trustees of the Lake Travis Independent School District (the “Board”) is aware of the passage of Senate Bill 763;

WHEREAS, the Board has and continues to value the Lake Travis Independent School District’s (the “District”) relationship and partnership with community volunteers, including community volunteers who are clergy/chaplains; and

WHEREAS, to that end, and in compliance with Senate Bill 763, the Board seeks to ensure that the District continues to work closely with community volunteers including clergy/chaplains, in accordance with the District’s volunteer and visitor policies and procedures and state and federal laws as they exist or may hereafter be amended.

THEREFORE, BE IT RESOLVED that:

1. The Board of Trustees of the Lake Travis Independent School District acts to continue the relationships and partnerships with community volunteers, including clergy/chaplains, to provide support, services, and programs for students, staff and the community, in accordance with the District’s volunteer and visitor policies and procedures and state and federal laws as they exist or may hereafter be amended.
2. The Board of Trustees of the Lake Travis Independent School District delegates to the Superintendent the authority to implement the volunteer programs as set forth herein.

SIGNED this 15th day of November, 2023.

President, Lake Travis ISD Board of Trustees

Secretary, Lake Travis ISD Board of Trustees



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of a Contract between Lake Travis ISD and DLR Group for the Special Education Improvements

RECOMMENDED ACTION

Approve the contract between Lake Travis ISD and DLR Group for the Special Education Improvements and authorize the Superintendent or designee with the authority to execute the contract.

RATIONALE

In May 2023, the Board selected DLR Group for the design of the improvements to the Special Education facilities at district wide for the 2023 Bond Program. DLR Group was selected based on their experience in similar K-12 projects and for the professionals serving on the project team. The administration is seeking approval to execute a contract with DLR Group.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Allyson Collins – General Counsel

ATTACHMENTS

DLR Group Contract

MEETING DATE

November 15, 2023



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

Lake Travis ISD
3322 Ranch R 620 S.
Austin, Texas 78738
Telephone: (512) 533-6000

and the Architect:
(Name, legal status, address and other information)

DLR Group
816 Congress Ave. #1600
Austin, TX 78701
Telephone: 512-898-9090

for the following Project:
(Name, location and detailed description)

CMR #23-12
Special Education Improvements – District Wide

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.

The Architect will provide comprehensive architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Owner's Request for Proposals, Architect's Proposal, the Owner's Program documents, this Agreement with all exhibits, and all applicable laws. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

LTISD 2022 Bond Program

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Special Education Improvements – Multiple campus special education renovations as defined by Owner provided program requirements.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$3,940,000

§ 1.1.4 The Owner’s anticipated dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work are set forth as follows:

- .1 Design phase milestone dates, if any:
TBD
- .2 Notice to Proceed/Construction commencement date:
TBD
- .3 Substantial Completion and Final Completion dates:
TBD
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

Not applicable.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Robert Winovitch
Director of Facilities
winovitchr@ltschools.org

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer: N/A

(Paragraphs deleted)

- .2 Other, if any: TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Init.

(List name, address, and other contact information.)

Kirk Madison
DLR Group
816 Congress Ave. #1600
Austin, TX 78701
Telephone: 832-418-6812
kmadison@dlrgroup.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
TBD
- .2 Mechanical Engineer:
DBR Engineering Consultants, Inc.
2500 S. Hwy 183, Suite 500
Austin, TX 78744
512-637-4393
- .3 Electrical Engineer:
DBR Engineering Consultants, Inc.
2500 S. Hwy 183, Suite 500
Austin, TX 78744
512-637-4393
- .4 Civil Engineer
N/A
- .5 Other, if any:
(List any other consultants and contractors retained by the Architect.)

§ 1.1.11.2 Consultants retained under Additional Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments (either upward or downward) to the Architect's services and the Architect's compensation and to be adjusted by amendment to this Agreement as approved by the Owner, including any changes required to be approved by the Owner's Board of Trustees.

§ 1.3 Intentionally deleted.

§ 1.3.1 Intentionally deleted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement, including any exhibits, if applicable, that are necessary and reasonably inferable to complete the Project, each phase of the Project. The

Init.

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User Notes:

(2001285992)

Architect shall allocate adequate time, personnel, and resources as necessary to perform its services. The Architect shall review the program furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with the Owner. The Architect shall include in the Project all components of the Owner's program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect's scope of services and provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.

§ 2.2 The Architect agrees and acknowledges that the Owner is entering into this Agreement in reliance on the Architect's competence, qualifications and its professional abilities with respect to performing the Architect's services, duties and obligations under this Agreement. The Architect shall use professional efforts, skill, judgment, and abilities in performing Architect's services in accordance with the usual and customary professional standards of care, skill and diligence prevailing among architects in Travis County, Texas, skilled in the design for projects of similar scope. The Architect shall diligently perform all services under this Agreement and shall strive to further the interest of the Owner in accordance with the Owner's program and requirements and procedures. All of the Architect's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work. The Architect's services shall be reasonably accurate and reasonably free from any material errors or omissions. The Owner shall have the right to reject any of the Architect's services because of any default or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by the Architect or its consultants. Neither acceptance nor approval of the Architect's services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability, it being understood that the Owner is, at all times, relying upon the Architect for its skill and knowledge in performing the Architect's services. Promptly after the execution of this Agreement, the Architect shall prepare and submit, for the Owner's approval in writing, a detailed schedule for the performance of the Architect's services to meet the Project dates as set forth in this Agreement. The Architect's schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which the Architect has control shall not be exceeded without the express written approval from the Owner. The Architect knows of no obligations, commitments, or impediments of any kind that will limit or prevent performance by the Architect of its services. The Architect hereby agrees to correct, at its own cost, any of its services and the services of its consultants that do not meet the standard of care set forth in this Agreement. Time is of the essence in this Agreement, subject to the standard of care as defined herein.

§ 2.3 The Architect identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the Project: Kirk Madison.

§ 2.4 The Architect shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.

§ 2.5 Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and amount set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect and Owner from claims arising out of the performance of the professional services under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form approved by the Owner with an effective date prior to the beginning of design by Architect. The Architect shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the final completion of all construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit or reduce the number of years of any limitations period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing a claim. If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file with the Owner a new

certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.

§ 2.5.1 Intentionally deleted.

§ 2.5.2 Intentionally deleted.

§ 2.5.3 Intentionally deleted.

§ 2.5.4 Intentionally deleted.

§ 2.5.5 Intentionally deleted.

§ 2.5.6 Intentionally deleted.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 60-day notice of cancellation to any of the policies or equivalents specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

§ 2.5.8 The Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services, as applicable to the individual Project, consist of those described in this Article 3, other provisions of this Agreement and otherwise designated as Basic Services elsewhere in this Agreement and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Article 4.1. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project in accordance with this Agreement as amended for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"), consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter. Architect agrees that the AIA Document A201-2017™, as amended for this Project, may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees to present Schematic Design, Design Development and Construction Documents as requested by the Owner.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility to liability for design defects, errors, or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall carefully study the information provided by the Owner relative to the Project; shall visit and carefully observe the site where the Project is to be located and the surroundings and adjacent areas; observe any conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of any existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location and character of existing or adjacent work or structures; and assess the general character and accessibility of the site. Without limiting any other obligations of the Architect set forth in this Agreement, the Architect shall make recommendations to the Owner for the location of any geotechnical testing if required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants through the Owner's designated representative. The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants; however, the Owner does not warrant or guarantee the accuracy or completeness of such services or related information, or that any documents or information otherwise provided to the Architect accurately reflects the conditions at the site or of the Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect and the Owner agree that the initial schedule for performance of the Architect's services are as set forth in this Agreement. The schedule includes dates for the commencement of construction and the dates for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval and/or coordination of submissions by authorities having jurisdiction over the Project. Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall not be exceeded by the Architect. With the Owner's prior written approval, for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement or the Contract for Construction between the Owner and the Contractor, the Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas Health and Safety Code Section 341.065, if applicable to this Project. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall certify that it has reviewed the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and used the professional judgment

and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect's signature and seal on the Construction Documents shall certify compliance. The Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final. The Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction, or is to be completed on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for coordination and/or approval of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

3.1.9 The Architect shall not engage in any activity or course of conduct which is detrimental to the Project's best interest. The Architect shall take reasonable steps necessary to seek compliance so that the Construction Documents are adhered to by the Contractor. The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review and conform to the Owner's approved Project program, preliminary design, budget and schedule of phases of work and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's services, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the Initial Information or other information provided to or obtained by the Architect, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule, and budget for the Cost of the Work. The Architect shall include, in

the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easement or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, conforming all standards and work to be done with the Owner's budget, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present for the Owner's approval a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's written acceptance of the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule; provided, however, this approval shall not relieve the Architect of the Architect's responsibility and liability to provide documents reasonably free of material defects as required by the standard of care.

§ 3.2.5 Based on the Owner's approval of the preliminary design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. The Schematic Design Documents shall show major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall investigate environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing and recommending a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider, and, if applicable, consult with the Construction Manager at Risk regarding the value of alternative materials, building systems and equipment, together with other considerations based on program/preliminary design and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner has stipulated construction budget limitations for the Project, such estimated Cost of Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents that are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, shall refine the Project design, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's written approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's obligations, responsibilities and/or liability to provide documents reasonably free of material defects as required by the standard of care. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work; the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth, in detail, the requirements of construction of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications, schedules, diagrams, and all other documents as are necessary to construct the Project, setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Construction Documents shall reflect all agreements between the Owner and the Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. The Construction Documents shall provide information as is reasonably necessary for the use of the Construction Documents by the Contractor and those in the building trades and construction industry to perform the Work and shall include all documents required for regulatory agency approvals. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards, which shall be reasonably free of design defects or omissions. The Architect's or engineer's signature indicates that the Architect or engineer has exercised the standard of care as defined herein. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its obligations, responsibilities, or liability to the Owner under this Agreement. The Owner and Architect acknowledge that in order to construct the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project, and where applicable, include information related to trench excavation safety. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards

established by the State of Texas Health and Safety Code. All ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, in the development of (1) bidding and procurement information which describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.* Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258 of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States Secretary of the Treasury; or, reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

3.4.7 Pursuant to 19 Texas Administrative Code §61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the Construction Documents and that these documents conform with the provisions of 19 TAC §61.1036.

- .2 It has performed a building code search under applicable regulations that may influence the project, and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC §61.1036 based on the long-range school facility plan and/or educational specifications, building codes specifications, and all documented changes to the Construction Documents provided by the District.

3.4.8 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, and if applicable, the Owner's legal counsel in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Owner will select the method that provides the best value for the Project.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 if requested by the Owner, assist in preparation of bid documents;
- .2 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .3 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .4 organizing and conducting a pre-bid conference for prospective bidders;
- .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .7 organizing and participating in selection interviews with prospective contractors and
- .8 if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction with Owner's overall budget for the Project.

§ 3.5.3 Proposals

§ 3.5.3.1 The Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.

§ 3.5.3.2 If requested by the Owner, the Architect shall assist the Owner in obtaining proposals

(Paragraphs deleted)

by participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services, attend weekly meetings with the Contractor, and issue written project reports. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and subject to any limitations in law applicable to public school districts. Additionally, except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as applicable. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at least once per week (or more often, in accordance with industry standards or Owner's reasonable request) and at other intervals appropriate to the stage of construction, to (1) inspect the progress and quality of the Work completed, (2) to reject any observed non-conforming Work, (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect. Architect or its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or

inspections by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work and promptly report to the Owner in writing (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the Architect, nor a decision made in good faith either to exercise, or not to exercise, such authority, shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 3.6.2.3 The Architect shall interpret and make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both the Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required by this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall prepare a listing of all required submittals for the Project and distribute to the Owner and the Contractor. The Architect shall review the Contractor's proposed submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall promptly report in writing to the Contractor and the Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided that the Owner does not guarantee or warrant the accuracy of same.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services of the Architect.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders;

Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on the Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a printed copy of the drawings and specifications.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's designated forms;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents; and
- .5 for any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 When the Work is found to be substantially complete, and when the Work is finally complete, the Architect shall inform the Owner in writing about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in 3.4.7.3 above.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of claims, liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, including, without limitation, to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

§ 3.6.6.6 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services

§ 4.1.1 As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2.

Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect – Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Service
§ 4.1.1.3 Measured drawings	Architect – Supplemental Services
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect – Basic Service
§ 4.1.1.6 Building Information Model management responsibilities	Architect – Basic Service
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect – Basic Service
§ 4.1.1.8 Civil engineering	Architect – Basic Service
§ 4.1.1.9 Landscape design	Architect – Basic Service
§ 4.1.1.10 Architectural interior design	Architect – Basic Service
§ 4.1.1.11 Value analysis	Architect – Basic Service
§ 4.1.1.12 Detailed cost estimating	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect – Basic Service
§ 4.1.1.15 As-designed record drawings	Architect – Basic Service
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect – Basic Service
§ 4.1.1.21 Telecommunications/data design	Architect – Additional Service
§ 4.1.1.22 Security evaluation and planning	Architect – Additional Service
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Alternate bid items	Architect – Additional Service
<i>(Row deleted)</i>	
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect – Additional Service
§ 4.1.1.29 Warranty Phase Support Services	Architect – Basic Service
<i>(Row deleted)</i>	
§ 4.1.1.30 Land Surveying	Owner
§ 4.1.1.31 Geotechnical Services	Owner
§ 4.1.1.32 Environmental Services	Owner
§ 4.1.1.33 Graphics and Signage	Architect – Basic Service
§ 4.1.1.34 Permitting	Architect – Additional Service
§ 4.1.1.35 Space Schematics/Flow Diagrams	Architect – Basic Service
§ 4.1.1.36 Owner-Supplied Data Coordination	Architect – Basic Service
§ 4.1.1.37 Structural	Architect – Basic Service

§ 4.1.1.38 Mechanical, Electrical, Plumbing	Architect – Basic Service
§ 4.1.1.39 Traffic Design	Architect – Additional Service
§ 4.1.1.40 TAS Review / Inspection	Architect – Additional Service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1

(Paragraphs deleted)

Intentionally deleted.

§ 4.1.2.2 Intentionally deleted.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 Intentionally deleted.

§ 4.2 Architect’s Additional Services

Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to in writing by the Owner before performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect’s consultants, but may be subject to a downward adjustment in compensation.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be entitled to an adjustment and shall not proceed to provide the following services until the Architect receives the Owner’s written authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a significant change in the scope of the Project including but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method, except when such change is required due to an error or omission of the Architect or any of the Architect’s consultants;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations;

.4

(Paragraphs deleted)

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; and

(Paragraph deleted)

- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

Intentionally deleted.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;

- .3 Five (5) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and
- .4 Five (5) inspections for each portion of the Work to determine final completion.

§ 4.2.4 Intentionally deleted.

§ 4.2.5 Intentionally deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services. The Architect shall be responsible for having knowledge of and adhering to any building code authority that may be applicable to the Project, including, without limitation, the requirements of the Texas Administrative Code.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Except as otherwise delegated to administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent. The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Upon written request of the Architect, the Owner shall furnish surveys known to Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 5.5 The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The parties may agree for this service to be provided by the Architect.

§ 5.6 The Owner shall provide the services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally deleted .

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

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Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents to be furnished by the Owner. To the extent that tests, inspections, and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner determines may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that it is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Intentionally deleted.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the compensation to the Architect shall be based on the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner, including purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. If the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project at Architect's expense and as part of Architect's Basic Services, to meet Owner's budget.

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to

quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner, and, if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's Budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 implement any other mutually acceptable alternative; or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

§ 6.7 If the Owner chooses to proceed under Sections 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under Article 6.

6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increase in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 The Drawings, Specifications, and other Documents, including those in electronic form, prepared by the Architect are Owner's Property ("Work Product") through which the Work to be executed by the Contractor or is to be performed. The Architect may retain one record set of the Work Product or additional copies as approved by the

Owner in writing for the Architect to perform its services under this Agreement. Neither the Architect nor any design consultant or professional, other consultant, or employee of the Architect shall own or claim a copyright in the Work Product, and unless otherwise indicated, the Owner will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of the Work Product. To this end, Architect agrees and does hereby assign, grant, transfer, and convey to Owner, its successors and assigns, Architect's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Architect confirms that Owner shall own Architect's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). All copies of Work Product, except the Architect's record set, shall be returned or suitably accounted for to the Owner upon completion of the Work. The Work Product and copies thereof furnished to the Architect are for use solely with respect to this Project unless approved in advance by the Owner. They are not to be used by the Architect on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Architect is authorized to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of its services under this Agreement. All copies made under this authorization may bear the statutory copyright notice, if any, shown on the Work Product and shall be returned to Owner at the completion of the Work as set forth herein. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in dereliction of the Owner's copyrights or other reserved rights. Except for its record set, Architect shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of this Agreement for any reason. In exchange for the rights granted herein, the Owner agrees not to sell the Work Product created by the Architect or any design professional or consultant to any third party, but may provide a copy of the Work Product to a subsequent purchaser or transferee in connection with the sale of or transfer of title to the building or structure to which the applicable Work Product pertains. Notwithstanding the foregoing, and intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect.

§ 7.2 The Work Product may be used as a prototype by the Owner for other facilities. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in the reuse of the Work Product. If such is the case, the Architect is obligated to perform the work for an additional compensation that will fairly compensate the Architect only for the additional work involved. It is reasonable to expect that the fair additional compensation may be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in the reuse of the Work Product, the Architect shall commit its consultants to the terms of this Article. If the Owner uses the Work Product for any other project, except for any subsequent use other than with the review, adaptation administration and/or other involvement of the Architect in the subsequent project, the Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent use.

§ 7.3 Intentionally deleted.

§ 7.3.1 Intentionally deleted.

§ 7.4 Intentionally deleted.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement for any reason.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement, in accordance with the requirements of the binding dispute resolution selected in this Agreement and within the period specified by applicable law, but in any case not more than twelve (12) years after the date of Substantial Completion of the Work.

§ 8.1.2 By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 Intentionally deleted.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

(Paragraphs deleted)

§ 8.3 Arbitration

§ 8.3.1 Intentionally deleted.

§ 8.3.1.1 Intentionally deleted.

§ 8.3.2 Intentionally deleted.

§ 8.3.3 Intentionally deleted.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally deleted.

§ 8.3.4.2 Intentionally deleted.

§ 8.3.4.3 Intentionally deleted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement if not cured by the Owner within ten (10) days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect's performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement, including the failure to perform within the time and schedule required, such failure shall be considered a material breach and shall be cause for termination by Owner. For the Architect's failure to perform that does not affect the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, through no fault of the Architect, the Architect may be compensated for any undisputed amounts for services reasonably and necessarily performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for direct, actual and verifiable expenses reasonably and necessarily incurred and not able to be recovered that were caused by the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if the Architect is unable to make up for the time and perform its services within the time period agreed upon by the Owner and Architect.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

(Paragraphs deleted)

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Sections 9.7 and 11.9.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County, Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract, as modified by the Owner for the Project.

§ 10.3 The person signing below on behalf of the Architect warrants that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, heirs, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect, including any relationship in the nature of a third-party beneficiary.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced or caused or allowed to be introduced, said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of

the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq..

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
- .2 The Architect must:
 - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 - .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.

- 4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
- 5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever, in any manner, have claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.15 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 10.18 CHILD SUPPORT. By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

10.20 CRIMINAL HISTORY RECORD CHECKS

10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

10.20.2 Architect will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by Owner, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

10.20.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designed by the Owner, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees. rs.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the foregoing, the amount of the Architect's compensation shall be as follows:

.1 Stipulated Sum
(Paragraphs deleted)

.2 Percentage Basis
7.5 % of the Cost of Work

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein.

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

.3 Other
(Describe the method of compensation)

§ 11.2 For Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, the Owner shall compensate the Architect
(Paragraphs deleted)
on an hourly rate as set forth in Section 11.7.

§ 11.3
(Paragraphs deleted)
Intentionally deleted.

§ 11.4 Compensation for
(Paragraphs deleted)
Additional Services of the Architect's consultants, that are not part of Basic Services, will be made in accordance with Section 11.7.

§ 11.5 Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty		20	%)
Construction Documents Phase	Thirty-five		35	%)
Procurement Phase	Five		5	%)
Construction Phase	Thirty		30	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed including items for alternate bid, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B for Architect rates. Architect's consultant's rates shall be set forth in project addendums.
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for Basic and Additional Services and consist of and shall mean the actual, reasonable and verifiable expenses necessarily

incurred by the Architect and the Architect's consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:

- .1 Intentionally deleted;
- .2 Intentionally deleted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, if authorized in advance by the Owner in writing;
- .4 Printing, reproductions, plots, and standard form documents and courier expenses. The Architect shall obtain written approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;
- .5 Intentionally deleted;
- .6 Intentionally deleted;
- .7 Intentionally deleted;
- .8 Intentionally deleted;
- .9 Intentionally deleted;
- .10 Intentionally deleted;
- .11 Intentionally deleted; and
- .12 Other similar Project-related expenses, if approved in advance by the Owner in writing.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. Markups on Reimbursable Expenses are not allowed.

§ 11.9 **Compensation for Use of Architect's Instruments of Services.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

Intentionally deleted.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 Intentionally deleted.

§ 11.10.1.2 Intentionally deleted.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. *(Paragraphs deleted)*

Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.

§ 11.10.2.2 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement. .

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 INDEMNITY

Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN (10) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO (2) YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH SECTION 16.008(c) OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACTOR, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

§ 12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1 above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission's Schedule.

§ 12.3 COMPLAINTS

The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupation Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and
(Paragraphs deleted)

Init.

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User Notes:

(2001285992)

Architect, as amended for this Project.

.2 Intentionally deleted.

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Insurance Requirements
Exhibit B – Hourly Rates

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

DLR GROUP

OWNER (Signature)

ARCHITECT (Signature)

Paul Norton, Superintendent
(Printed name and title)

Kirk Madison, Principal-in-Charge
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:32:18 ET on 10/18/2023.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year 2023

...

Lake Travis ISD
3322 Ranch R 620 S.
Austin, Texas 78738
Telephone: (512) 533-6000

...

DLR Group
816 Congress Ave. #1600
Austin, TX 78701
Telephone: 512-898-9090

...

CMR #23-12
Special Education Improvements – District Wide

PAGE 2

13 SCOPE OF THE AGREEMENT INCLUDING EXHIBITS

...

§ 1.1 This Agreement is based on the ~~Initial Information set forth in this Section 1.1~~ information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.

~~(For The Architect will provide comprehensive architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Owner's Request for Proposals, Architect's Proposal, the Owner's Program documents, this Agreement with all exhibits, and all applicable laws. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")~~

...

LTISD 2022 Bond Program

...

Special Education Improvements – Multiple campus special education renovations as defined by Owner provided program requirements.

PAGE 3

\$3,940,000

§ 1.1.4 The Owner’s anticipated design and construction milestone dates: dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work are set forth as follows:

...

TDB

~~.2 Construction Notice to Proceed/Construction commencement date:~~

TBD

~~.3 Substantial Completion date or and Final Completion dates:~~

TBD

...

Construction Manager at Risk

...

Not applicable.

...

Not applicable.

...

Robert Winovitch
Director of Facilities
winovitchr@ltschools.org

...

Not applicable

...

~~.1 Geotechnical Engineer: N/A~~

~~.2 Civil Engineer:~~

~~.3 Other, if any:~~

— (List any other consultants and contractors retained by the Owner.)

.2 Other, if any: TBD
PAGE 4

Kirk Madison
DLR Group
816 Congress Ave. #1600
Austin, TX 78701
Telephone: 832-418-6812

...

TBD

...

DBR Engineering Consultants, Inc.
2500 S. Hwy 183, Suite 500
Austin, TX 78744
512-637-4393

...

DBR Engineering Consultants, Inc.
2500 S. Hwy 183, Suite 500
Austin, TX 78744
512-637-4393

.4 Civil Engineer
N/A

.5 Other, if any:
(List any other consultants and contractors retained by the Architect.)

§ 1.1.1.2 Consultants retained under Supplemental-Additional Services:

N/A

...

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that ~~the Initial Information such information~~ may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments (either upward or downward) to the Architect's services and the Architect's compensation and to be adjusted by amendment to this Agreement as approved by the Owner, including any changes required to be approved by the Owner's Board of Trustees.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~ Intentionally deleted.

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~Intentionally deleted.

...

~~§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. A Agreement, including any exhibits, if applicable, that are necessary and reasonably inferable to complete the Project, each phase of the Project. The Architect shall allocate adequate time, personnel, and resources as necessary to perform its services. The Architect shall review the program furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with the Owner. The Architect shall include in the Project all components of the Owner's program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect's scope of services and provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.~~

~~§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services agrees and acknowledges that the Owner is entering into this Agreement in reliance on the Architect's competence, qualifications and its professional abilities with respect to performing the Architect's services, duties and obligations under this Agreement. The Architect shall use professional efforts, skill, judgment, and abilities in performing Architect's services in accordance with the usual and customary professional standards of care, skill and diligence prevailing among architects in Travis County, Texas, skilled in the design for projects of similar scope. The Architect shall diligently perform all services under this Agreement and shall strive to further the interest of the Owner in accordance with the Owner's program and requirements and procedures. All of the Architect's services shall be performed as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, said standards and the orderly progress of the Work. The Architect's services shall be reasonably accurate and reasonably free from any material errors or omissions. The Owner shall have the right to reject any of the Architect's services because of any default or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by the Architect or its consultants. Neither acceptance nor approval of the Architect's services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability, it being understood that the Owner is, at all times, relying upon the Architect for its skill and knowledge in performing the Architect's services. Promptly after the execution of this Agreement, the Architect shall prepare and submit, for the Owner's approval in writing, a detailed schedule for the performance of the Architect's services to meet the Project dates as set forth in this Agreement. The Architect's schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which the Architect has control shall not be exceeded without the express written approval from the Owner. The Architect knows of no obligations, commitments, or impediments of any kind that will limit or prevent performance by the Architect of its services. The Architect hereby agrees to correct, at its own cost, any of its services and the services of its consultants that do not meet the standard of care set forth in this Agreement. Time is of the essence in this Agreement, subject to the standard of care as defined herein.~~

~~§ 2.3 The Architect shall identify a identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the Project. Project: Kirk Madison.~~

~~§ 2.4 Except with the Owner's knowledge and consent, the The Architect shall not engage in any activity, or accept any employment, interest interest, or contribution that would reasonably appear to compromise the Architect's~~

professional judgment with respect to this ~~Project~~ or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and amount set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect and Owner from claims arising out of the performance of the professional services under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form approved by the Owner with an effective date prior to the beginning of design by Architect. The Architect shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the final completion of all construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit or reduce the number of years of any limitations period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing a claim. If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file with the Owner a new certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$)~~ for each occurrence and ~~(\$)~~ in the aggregate for bodily injury and property damage. Intentionally deleted.

§ 2.5.2 Automobile Liability covering ~~vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~ Intentionally deleted.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Intentionally deleted.

§ 2.5.4 Workers' Compensation at statutory limits. Intentionally deleted.

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$)~~ each accident, ~~(\$)~~ each employee, and ~~(\$)~~ policy limit. Intentionally deleted.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate. Intentionally deleted.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 60-day notice of cancellation to any of the policies or equivalents

specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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§ 3.1 The Architect's Basic Services, as applicable to the individual Project, consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.3, other provisions of this Agreement and otherwise designated as Basic Services elsewhere in this Agreement and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Article 4.1. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 3.1.1 The Architect shall manage the Architect's services, perform and manage the Architect's services and administer the Project in accordance with this Agreement as amended for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"), consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter. Architect agrees that the AIA Document A201-2017™, as amended for this Project, may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees to present Schematic Design, Design Development and Construction Documents as requested by the Owner.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility to liability for design defects, errors, or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall carefully study the information provided by the Owner relative to the Project; shall visit and carefully observe the site where the Project is to be located and the surroundings and adjacent areas; observe any conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of any existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location and character of existing or adjacent work or structures; and assess the general character and accessibility of the site. Without limiting any other obligations of the Architect set forth in this Agreement, the Architect shall make recommendations to the Owner for the location of any geotechnical testing if required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, consultants through the Owner's designated

representative. The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's ~~consultants~~-consultants; however, the Owner does not warrant or guarantee the accuracy or completeness of such services or related information, or that any documents or information otherwise provided to the Architect accurately reflects the conditions at the site or of the Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, ~~omission~~, ~~omission~~ or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. ~~The schedule initially shall include anticipated~~ The Architect and the Owner agree that the initial schedule for performance of the Architect's services are as set forth in this Agreement. The schedule includes dates for the commencement of construction and the dates for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval and/or coordination of submissions by authorities having jurisdiction over the Project. ~~Once approved by the Owner,~~ Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall ~~not, except for reasonable cause,~~ not be exceeded by the Architect or Owner. Architect. With the Owner's prior written approval, for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 ~~The Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement or the Contract for Construction between the Owner and the Contractor, the Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written substitution made without the Architect's approval.~~

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas Health and Safety Code Section 341.065, if applicable to this Project. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall certify that it has reviewed the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and used the professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect's signature and seal on the Construction Documents shall certify compliance. The Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final. The Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or approve the Construction Documents and the entities providing utility services to the Project. ~~The~~ In designing the Project, the Architect shall respond to applicable design requirements imposed by ~~those authorities and entities such governmental authorities and by such entities providing utility services.~~ Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction, or is to be completed on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including

such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for ~~the coordination and/or approval~~ of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

3.1.9 The Architect shall not engage in any activity or course of conduct which is detrimental to the Project's best interest. The Architect shall take reasonable steps necessary to seek compliance so that the Construction Documents are adhered to by the Contractor. The Owner's decisions on matters relating to aesthetic effect shall be final.

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§ 3.2.1 The Architect shall review ~~the program and conform to the Owner's approved Project program, preliminary design, budget and schedule of phases of work~~ and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's services, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the ~~information, Initial Information or other information~~ provided to or obtained by the Architect, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule, and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easement or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of ~~the Project. The Architect shall reach an the Project, conforming all standards and work to be done with the Owner's budget, including the feasibility of incorporating environmentally responsible design approaches.~~ The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and ~~present, present~~ for the Owner's ~~approval, a approval~~ a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's written acceptance of the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule; provided, however, this approval shall not

relieve the Architect of the Architect's responsibility and liability to provide documents reasonably free of material defects as required by the standard of care.

§ 3.2.5 Based on the Owner's approval of the preliminary ~~design, design and Owner's schedule and budget for the Work,~~ the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of modeling. The Schematic Design Documents shall show major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall ~~consider sustainable~~ investigate environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing and recommending a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

§ 3.2.5.2 The Architect shall ~~consider~~ consider, and, if applicable, consult with the Construction Manager at Risk regarding the value of alternative materials, building systems and equipment, together with other considerations based on ~~program~~ program/preliminary design and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 ~~The Architect shall submit to the Owner an-~~ When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner has stipulated construction budget limitations for the Project, such estimated Cost of Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner, and request the Owner's~~ Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents that are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

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§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design ~~Documents~~ Documents, shall refine the Project design, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work ~~prepared in accordance with Section 6.3 and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.~~

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with applicable law, including 19 Texas Administrative

Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's written approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's obligations, responsibilities and/or liability to provide documents reasonably free of material defects as required by the standard of care. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.

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§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, Work; the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth, in detail, the requirements of construction of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications-Specifications, schedules, diagrams, and all other documents as are necessary to construct the Project, setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform The Construction Documents shall reflect all agreements between the Owner and the Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. The Construction Documents shall provide information as is reasonably necessary for the use of the Construction Documents by the Contractor and those in the building trades and construction industry to perform the Work and shall include all documents required for regulatory agency approvals. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards, which shall be reasonably free of design defects or omissions. The Architect's or engineer's signature indicates that the Architect or engineer has exercised the standard of care as defined herein. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its obligations, responsibilities, or liability to the Owner under this Agreement. The Owner and Architect acknowledge that in order to construct the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents the Project, and where applicable, include information related to trench excavation safety. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards established by the State of Texas Health and Safety Code. All ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, if requested by the Owner, the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, in the development of (1) bidding and procurement information which describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications-Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258

of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States Secretary of the Treasury; or, reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3-Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

3.4.7 Pursuant to 19 Texas Administrative Code §61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the Construction Documents and that these documents conform with the provisions of 19 TAC §61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project, and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC §61.1036 based on the long-range school facility plan and/or educational specifications, building codes specifications, and all documented changes to the Construction Documents provided by the District.

3.4.8 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

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The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the ~~Owner~~ Owner, and if applicable, the Owner's legal counsel in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Owner will select the method that provides the best value for the Project.

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§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

...

- ~~.1~~ facilitating the distribution of Bidding Documents if requested by the Owner, assist in preparation of bid documents;
- ~~.2~~ procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- ~~.3~~ distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- ~~.2~~ ~~.4~~ organizing and conducting a pre-bid conference for prospective bidders;
- ~~.3~~ ~~.5~~ preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- ~~.4~~ ~~.6~~ organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the ~~Owner~~ Owner;
- ~~.7~~ organizing and participating in selection interviews with prospective contractors and
- ~~.8~~ if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction with Owner's overall budget for the Project.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~ The Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.

§ 3.5.3.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by:

- ~~.1~~ facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- ~~.2~~ organizing and participating in selection interviews with prospective contractors;
- ~~.3~~ preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- ~~.4~~ participating in negotiations with prospective contractors, by participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner’s property and throughout Architect’s services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall ~~be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services.~~ Services, attend weekly meetings with the Contractor, and issue written project reports. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this ~~Agreement.~~ Agreement and subject to any limitations in law applicable to public school districts. Additionally, except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as applicable. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect’s failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect’s design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 ~~Subject to Section 4.2 and except as provided in Section 3.6.6.5, the~~ The Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

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§ 3.6.2.1 The Architect shall visit the site at least once per week (or more often, in accordance with industry standards or Owner’s reasonable request) and at other intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with to (1) inspect the progress and quality of the Work completed, (2) to reject any observed non-conforming Work, (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine, in general, (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner’s representative, the Contractor’s project manager and/or superintendent, Architect’s project representative, and the Architect. Architect or its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or inspections by Architect, Architect shall keep

Owner and Contractor informed of the progress and quality of the Work and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations Documents and from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. (2) defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the Architect-Architect, nor a decision made in good faith either to exercise exercise, or not to exercise such authority exercise, such authority, shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 3.6.2.3 The Architect shall interpret and decide-make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions recommendations of the Architect shall be consistent with the intent of, of and reasonably inferable from, from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, the Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims-The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, such amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the that the Work has progressed to the point indicated, indicated and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1)-Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the ~~Work, Work except as otherwise required by this Agreement,~~ (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.4.1 The Architect shall prepare a listing of all required submittals for the Project and distribute to the Owner and the Contractor. The Architect shall review the Contractor's proposed submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 ~~The Architect shall review and approve, or take other appropriate action upon, In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon~~ the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions ~~or or, unless otherwise specifically stated by the Architect, of any~~ construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall promptly report in writing to the Contractor and the Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, ~~materials, materials~~ or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~and take appropriate action on~~ Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. ~~The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals-professionals, provided that the Owner does not guarantee or warrant the accuracy of same.~~

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information-information~~ information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

...

§ 3.6.5.1 ~~The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract~~

Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services of the Architect.

...

§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders; Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on the Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a printed copy of the drawings and specifications.

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- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;Final Completion;
- .2 issue Certificates of Substantial Completion;Completion and of Final Completion, using Owner's designated forms;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;and;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the that the Work complies with the requirements of the Contract Documents;Documents; and
- .5 for any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 When Substantial Completion has been achieved, the Work is found to be substantially complete, and when the Work is finally complete, the Architect shall inform the Owner in writing about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in 3.4.7.3 above.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of claims, liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance-performance, including, without limitation, to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.6.6.6 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Supplemental Additional Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate. As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Architect – Basic Service</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect – Basic Service</u>
§ 4.1.1.3 Measured drawings	<u>Architect – Supplemental Services</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect – Basic Service</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect – Basic Service</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Architect – Basic Service</u>
§ 4.1.1.8 Civil engineering	<u>Architect – Basic Service</u>
§ 4.1.1.9 Landscape design	<u>Architect – Basic Service</u>
§ 4.1.1.10 Architectural interior design	<u>Architect – Basic Service</u>
§ 4.1.1.11 Value analysis	<u>Architect – Basic Service</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Not provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect – Basic Service</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect – Basic Service</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect – Basic Service</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect – Additional Service</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect – Additional Service</u>
§ 4.1.1.23 Commissioning	<u>Owner</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Alternate bid items	<u>Architect – Additional Service</u>
§ 4.1.1.26 Multiple bid packages	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect – Additional Service</u>
§ 4.1.1.29 Warranty Phase Support Services	<u>Architect – Basic Service</u>
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Land Surveying	<u>Owner</u>
§ 4.1.1.30 Other Supplemental § 4.1.1.31 Geotechnical Services	<u>Owner</u>
§ 4.1.1.32 Environmental Services	<u>Owner</u>
§ 4.1.1.33 Graphics and Signage	<u>Architect – Basic Service</u>
§ 4.1.1.34 Permitting	<u>Architect – Additional Service</u>
§ 4.1.1.35 Space Schematics/Flow Diagrams	<u>Architect – Basic Service</u>
§ 4.1.1.36 Owner-Supplied Data Coordination	<u>Architect – Basic Service</u>
§ 4.1.1.37 Structural	<u>Architect – Basic Service</u>
§ 4.1.1.38 Mechanical, Electrical, Plumbing	<u>Architect – Basic Service</u>
§ 4.1.1.39 Traffic Design	<u>Architect – Additional Service</u>
§ 4.1.1.40 TAS Review / Inspection	<u>Architect – Additional Service</u>

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§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below:

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

Intentionally deleted.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below. Intentionally deleted.

...

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Intentionally deleted.

...

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to in writing by the Owner before performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect’s consultants, but may be subject to a downward adjustment in compensation.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be entitled to an adjustment and shall not proceed to provide the following Additional Services-services until the Architect receives the Owner's written authorization:authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- ~~.1~~ Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material-significant change in the scope of the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;method, except when such change is required due to an error or omission of the Architect or any of the Architect's consultants;
- ~~.2~~ Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- ~~.3~~ Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations;
- ~~.4~~ Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- ~~.5~~ Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- ~~.6~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- ~~.7~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~.8~~ Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; and
- ~~.9~~ Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~ .5 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- ~~.11~~ Assistance to the Initial Decision Maker, if other than the Architect.construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- ~~.1~~ Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- ~~.2~~ Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- ~~.3~~ Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- ~~.4~~ Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- ~~.5~~ Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

Intentionally deleted.

...

- ~~.1~~ (—) Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the ContractorContractor;
- ~~.2~~ (—) visits-Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;

3. ~~(—) Five (5) inspections for any each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and~~
4. ~~(—) Five (5) inspections for any each portion of the Work to determine final completion.~~

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~Intentionally deleted.

~~§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~Intentionally deleted.

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~~§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.~~consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services. The Architect shall be responsible for having knowledge of and adhering to any building code authority that may be applicable to the Project, including, without limitation, the requirements of the Texas Administrative Code.

...

~~§ 5.3 The Owner shall identify a representative authorized to render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Except as otherwise delegated to administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent. The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.~~

~~§ 5.4 The Owner shall furnish surveys to describe Upon written request of the Architect, the Owner shall furnish surveys known to Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.~~

§ 5.5 The Owner ~~shall~~ may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The parties may agree for this service to be provided by the Architect.

§ 5.6 The Owner shall provide the ~~Supplemental Services~~ services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. Intentionally deleted.

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§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, ~~such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~ Documents to be furnished by the Owner. To the extent that tests, inspections, and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner determines may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that it is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall ~~promptly endeavor to~~ notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 ~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.~~ The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the ~~Contract for Construction.~~ Contract.

...

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~ Intentionally deleted.

...

§ 6.1 For purposes of this Agreement, the ~~Cost of the Work shall be compensation to the Architect shall be based on~~ the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall ~~include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect, Architect, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; Work or other costs that are the responsibility of~~

the ~~Owner-Owner~~, including purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. ~~this Agreement~~. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. ~~It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.~~ If the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project at Architect's expense and as part of Architect's Basic Services, to meet Owner's budget.

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner, and, if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; ~~Project with the prior consent of Owner's Board of Trustees or designee;~~ and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~ may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, ~~then~~ the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's Budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. ~~budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.~~

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- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; ~~or,~~
- .5 implement any other mutually acceptable ~~alternative-alternative;~~ or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

§ 6.7 If the Owner chooses to proceed under ~~Section 6.6.4, the Architect~~ Sections 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the~~

~~Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under Article 6.~~

6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increase in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7 — COPYRIGHTS AND LICENSES

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Drawings, Specifications, and other Documents, including those in electronic form, prepared by the Architect are Owner's Property ("Work Product") through which the Work to be executed by the Contractor or is to be performed. The Architect may retain one record set of the Work Product or additional copies as approved by the Owner in writing for the Architect to perform its services under this Agreement. Neither the Architect nor any design consultant or professional, other consultant, or employee of the Architect shall own or claim a copyright in the Work Product, and unless otherwise indicated, the Owner will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of the Work Product. To this end, Architect agrees and does hereby assign, grant, transfer, and convey to Owner, its successors and assigns, Architect's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Architect confirms that Owner shall own Architect's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). All copies of Work Product, except the Architect's record set, shall be returned or suitably accounted for to the Owner upon completion of the Work. The Work Product and copies thereof furnished to the Architect are for use solely with respect to this Project unless approved in advance by the Owner. They are not to be used by the Architect on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Architect is authorized to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of its services under this Agreement. All copies made under this authorization may bear the statutory copyright notice, if any, shown on the Work Product and shall be returned to Owner at the completion of the Work as set forth herein. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in dereliction of the Owner's copyrights or other reserved rights. Except for its record set, Architect shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of this Agreement for any reason. In exchange for the rights granted herein, the Owner agrees not to sell the Work Product created by the Architect or any design professional or consultant to any third party, but may provide a copy of the Work Product to a subsequent purchaser or transferee in connection with the sale of or transfer of title to the building or structure to which the applicable Work Product pertains. Notwithstanding the foregoing, and intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect.~~

§ 7.2 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Work Product may be used as a prototype by the Owner for other facilities. The Owner may elect to use the Architect to perform the site adaptation~~

and other professional services involved in the reuse of the Work Product. If such is the case, the Architect is obligated to perform the work for an additional compensation that will fairly compensate the Architect only for the additional work involved. It is reasonable to expect that the fair additional compensation may be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in the reuse of the Work Product, the Architect shall commit its consultants to the terms of this Article. If the Owner uses the Work Product for any other project, except for any subsequent use other than with the review, adaptation administration and/or other involvement of the Architect in the subsequent project, the Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent use.

~~§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~Intentionally deleted.

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~Intentionally deleted.

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~Intentionally deleted.

~~§ 7.5 Except as otherwise stated in Section 7.3, the~~The provisions of this Article 7 shall survive the termination of this Agreement.

Agreement for any reason.

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~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ twelve (12) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.~~

~~§ 8.1.3 The Architect and Owner waive~~waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual-waiver is applicable, without limitation, to all

~~consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Owner's termination of this Agreement. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.~~

~~§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.~~

~~§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.~~

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~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Intentionally deleted.~~

...

Litigation in a court of competent jurisdiction

Other: (Specify)

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the~~

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Intentionally deleted.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. Intentionally deleted.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. Intentionally deleted.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Intentionally deleted.

...

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Intentionally deleted.

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. Intentionally deleted.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement. Intentionally deleted.

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§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Agreement if not cured by the Owner within ten (10) days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect's performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement, including the failure to perform within the time and schedule required, such failure shall be considered a material breach and shall be cause for termination by Owner. For the Architect's failure to perform that does not affect the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services Project for more than ninety (90) consecutive days, through no fault of the Architect, the Architect may be compensated for any undisputed amounts for services reasonably and necessarily performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in direct, actual and verifiable expenses reasonably and necessarily incurred and not able to be recovered that were caused by the interruption and resumption of the

Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably ~~adjusted~~ adjusted if the Architect is unable to make up for the time and perform its services within the time period agreed upon by the Owner and Architect.

§ 9.3 If the Owner suspends the Project for more than ~~90 cumulative ninety (90) consecutive~~ ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven twenty-one (21)~~ twenty-one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements together with Reimbursable Expenses then due.~~

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of ~~Substantial Final Completion.~~

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and ~~Section 9.7.~~ Sections 9.7 and 11.9.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

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§ 10.1 ~~This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 and any and all claims, disputes, and matters of controversy~~

concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County, Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the ~~Contract for Construction~~ Contract, as modified by the Owner for the Project.

§ 10.3 The person signing below on behalf of the Architect warrants that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. heirs, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14-fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or ~~Architect~~ Architect, including any relationship in the nature of a third-party beneficiary.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced or caused or allowed to be introduced, said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 ~~The Architect shall have the right to~~ With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically

designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq..

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order~~, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement. In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.

.2 The Architect must:

.1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;

- .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
- .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
- .5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever, in any manner, have claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.15 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 10.18 CHILD SUPPORT. By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

10.20 CRIMINAL HISTORY RECORD CHECKS

10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

10.20.2 Architect will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by Owner, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

10.20.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designed by the Owner, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees. rs.

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§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

.1 Stipulated Sum
— (Insert amount)

...

(Insert percentage value) 7.5 % of the Cost of Work

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6. When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein.

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect’s services in 11.5.

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§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

on an hourly rate as set forth in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Intentionally deleted.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus — percent (— %), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Additional Services of the Architect’s consultants, that are not part of Basic Services, will be made in accordance with Section 11.7.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:

Schematic Design Phase	<u>ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>twenty</u>	percent—(	<u>20</u>	%)
Construction Documents Phase	<u>Thirty-five</u>	percent—(	<u>35</u>	%)
Procurement Phase	<u>Five</u>	percent—(	<u>5</u>	%)
Construction Phase	<u>Thirty</u>	percent—(	<u>30</u>	%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not ~~constructed, constructed including items for alternate bid,~~ compensation for those portions of the Project shall be payable to the extent services are performed on those ~~portions, portions,~~ in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants ~~are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.~~

...

See Exhibit B for Architect rates. Architect's consultant's rates shall be set forth in project addendums.

Employee or Category	Rate (\$0.00)
-----------------------------	----------------------

...

§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for ~~Basic, Supplemental, and Additional Services and include expenses Basic and Additional Services~~ and consist of and shall mean the actual, reasonable and verifiable expenses necessarily incurred by the Architect and the Architect's consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:

- ~~.1 Transportation and authorized out-of-town travel and subsistence; Intentionally deleted;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally deleted;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over ~~the Project;~~ the Project, if authorized in advance by the Owner in writing;~~
- ~~.4 Printing, reproductions, plots, and standard form documents; and standard form documents and courier expenses. The Architect shall obtain written approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;~~
- ~~.5 Postage, handling, and delivery; Intentionally deleted;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Intentionally deleted;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Intentionally deleted;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Intentionally deleted~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses; Intentionally deleted;~~
- ~~.10 Site office expenses; Intentionally deleted~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and; Intentionally deleted; and~~
- ~~.12 Other similar Project-related expenditures; expenses, if approved in advance by the Owner in writing.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred; consultants. Markups on Reimbursable Expenses are not allowed.

§ 11.9 Architect's Insurance. ~~If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~**Compensation for Use of Architect's Instruments of Services.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

~~Intentionally deleted.~~

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§ 11.10.1.1 ~~An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~~~Intentionally deleted.~~

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~~~Intentionally deleted.~~

...

§ 11.10.2.1 ~~Unless otherwise agreed, payments for services completed and approved shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%—~~ ~~Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.~~

§ 11.10.2.2 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ ~~After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement. .~~

§ 11.10.2.3 ~~Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times, provided to the Owner upon presentation of Architect's progress payment applications.~~

§ 11.11 ~~Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.~~

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§ 12.1 INDEMNITY

Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN (10) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO (2) YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH SECTION 16.008(c) OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS OWNER

AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACTOR, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

§ 12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1 above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission's Schedule.

§ 12.3 COMPLAINTS

The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupation Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

...

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

...

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.) Architect, as amended for this Project.
- .2 Intentionally deleted.

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[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

~~Other Exhibits incorporated into this Agreement:~~

Exhibit A – Insurance Requirements

Exhibit B – Hourly Rates

This Agreement entered into as of the day and year first written above.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

DLR GROUP

Paul Norton, Superintendent

Kirk Madison, Principal-in-Charge

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Amber King, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:32:18 ET on 10/18/2023 under Order No. 2114409644 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Attorney for Lake Travis ISD

(Title)

10/18/23

(Dated)

EXHIBIT A

This Exhibit A is attached to and a part of the agreement between the Owner and Architect AIA B101-2017, as amended, (“Agreement”) for the Project (as defined in this exhibit and the Agreement) between Lake Travis Independent School District (“Owner” or “District”) and DLR Group (“Architect”) for the Owner’s Project: CMR 23-12, Special Education Improvements – District Wide, more particularly described in the Agreement (“Project”). The Architect will furnish insurance that meets the requirements set forth below:

1. **Insurance.**

1.1. Architect shall maintain, for the full term of the Agreement:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 general aggregate limit, for bodily injury and property damage, including coverage for contractual liability. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Architect’s employers, or

1.1.1.2. damages arising from personal or advertising injury applicable to the Architect’s obligations under the Agreement, including liability assumed by and the indemnity and defense obligations of the Architect (see Certificate of Insurance attached).

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles (see Certificate of Insurance attached).

1.1.3. Workers’ Compensation, including employers’ liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Architect shall require Architect’s consultants, if any, to provide Workers’ compensation insurance for all consultants’ employees engaged in work under the subcontract. Architect shall comply with all applicable requirements of Texas Labor Code Title 5 (see Certificate of Insurance attached).

1.1.4. Professional Liability, with limits not less than \$2,000,000 each claim and \$ 2,000,000 in the aggregate (see Certificate of Insurance attached).

1.2. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom

claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the District.
 - 1.4. Before commencement of the work under this Agreement, certificates of insurance and copies of endorsements shall be furnished to the Owner, with complete copies of policies to be furnished to Owner promptly upon request.
 - 1.5. All original and copies of certificates of insurance, endorsements, and policies shall (a) state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices; (b) except Worker's compensation and professional liability insurance, add Owner, Owner's members, directors, officers, trustees and employees of any of them as named additional insureds on all policies; (c) include a waiver of subrogation in favor of the Owner; (d) include the assigned Project and purchase order number, if applicable; and (e) include the following clause: "This policy shall not be non-renewed, or canceled, until notice has been mailed to the District. Date of cancellation may not be less than thirty (30) days after the date of mailing notice." Architect shall provide thirty (30) days advanced notice of any reduction in coverage limits or amount of insurance.
 - 1.6. Should any of the required insurance, except for professional liability be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to the Owner) or shall be two times the occurrence limits stipulated.
 - 1.7. If Architect fails to maintain any required insurance, the Owner, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any sums due the Architect.
2. All capitalized terms used in this Insurance exhibit that are not otherwise defined herein shall have the same meaning as such terms in the Agreement.

DLR Group

Standard Hourly Billing Rates

Title	Client Hourly Billing Rate
Senior Expert	\$350
Expert	\$300
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90

Rates will be reviewed and adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for that geographic region.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of a Contract between Lake Travis ISD and Haddon-Cowan Architects for the Lake Travis High School Science Wing Addition

RECOMMENDED ACTION

Approve the contract between Lake Travis ISD and Haddon-Cowan Architects for the Lake Travis High School Science Wing Addition, and authorize the Superintendent or designee with the authority to execute the contract.

RATIONALE

In May 2023, the Board selected Haddon-Cowan Architects for the design of the addition to the Lake Travis High School Science Wing for the 2023 Bond Program. Haddon-Cowan Architects was selected based on their experience in similar K-12 projects and for the professionals serving on the project team. The administration is seeking approval to execute a contract with Haddon-Cowan Architects.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Allyson Collins – General Counsel

ATTACHMENTS

Haddon-Cowan Architects Contract

MEETING DATE

November 15, 2023



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

Lake Travis ISD
3322 Ranch R 620 S.
Austin, Texas 78738
Telephone: (512) 533-6000

and the Architect:
(Name, legal status, address and other information)

Haddon-Cowan Architects
2301 E. Riverside Dr., Bldg A, Suite 80
Austin, TX 78741
Telephone: (512) 228-4389

for the following Project:
(Name, location and detailed description)

CMR 23-04
LTHS Science / Flex Addition

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT INCLUDING EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.

The Architect will provide comprehensive architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Owner's Request for Proposals, Architect's Proposal, the Owner's Program documents, this Agreement with all exhibits, and all applicable laws. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

LTISD 2022 Bond Program

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

LTHS Science / Flex Addition

The project consists of a new two-story classroom addition to the existing Lake Travis High School on the Northwest side of the school along Spillman Loop. The addition will be approximately 29k sf and include (4) 1st floor Science classroom/labs, approximately (6) general or CTE 2nd floor classrooms, and support storage, offices, and restrooms spaces. This addition will connect directly to the existing building and will utilize new HVAC systems, electrical and

Init.

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User Notes:

(1751789620)

gas connections. All existing utilities along Spillman Loop that are located within the proposed addition building footprint are to be relocated/rerouted accordingly. Required Accessible routes and entries serving the new addition are to be developed as part of the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$16,468,376

§ 1.1.4 The Owner's anticipated dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work are set forth as follows:

- .1 Design phase milestone dates, if any: TBD
- .2 Notice to Proceed/Construction commencement date: TBD
- .3 Substantial Completion and Final Completion dates: TBD
- .4 Other milestone dates:
See any Project addendums

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

Not applicable.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Robert Winovitch
Director of Facilities
winovitchr@ltschools.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable.

Init.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:
(Paragraphs deleted)
Raba Kistner

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Michael Cowan
Haddon-Cowan Architects
2301 E. Riverside Dr., Bldg A, Suite 80
Austin, TX 78741
Telephone: (512) 228-4389
mcowan@haddoncowan.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer: Pickett, Kelm & Associates, Inc.
4100 Duval Rd
Austin, TX 78759
(512) 345-5538
- .2 Mechanical Engineer: MEP Engineering
1120 South Capital of Texas Hwy.
Bldg 1, Suite 150
Austin, TX 78746
(512) 306-9650
- .3 Electrical Engineer: Same as Mechanical Engineer
- .4 Civil Engineer: Malone/Wheeler
5113 Southwest Pkwy, Suite 260
Austin, TX 78735
(512) 899-0601
- .5 Landscape Architect: Blu Fish Collaborative, Inc.
107 Leland St. #2
Austin, TX 78704
(512) 388-4115
- .6 IT/AV/Security: Vickers Technology Consulting
345 South Commons Ford Rd.
Austin, TX 78733
(512) 680-4558
- .7 Roofing/Waterproofing: Hollon+Cannon Group, LLC
11800 Highland Oaks Trail
Austin, TX 78750
(512) 300-0452

§ 1.1.11.2 Consultants retained under Additional Services:

Init.

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments (either upward or downward) to the Architect’s services and the Architect’s compensation and to be adjusted by amendment to this Agreement as approved by the Owner, including any changes required to be approved by the Owner’s Board of Trustees.

§ 1.3 Intentionally deleted.

§ 1.3.1 Intentionally deleted.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement, including any exhibits, if applicable, that are necessary and reasonably inferable to complete the Project, each phase of the Project. The Architect shall allocate adequate time, personnel, and resources as necessary to perform its services. The Architect shall review the program furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with the Owner. The Architect shall include in the Project all components of the Owner’s program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect’s scope of services and provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.

§ 2.2 The Architect agrees and acknowledges that the Owner is entering into this Agreement in reliance on the Architect’s competence, qualifications and its professional abilities with respect to performing the Architect’s services, duties and obligations under this Agreement. The Architect shall use professional efforts, skill, judgment, and abilities in performing Architect’s services in accordance with the usual and customary professional standards of care, skill and diligence prevailing among architects in Travis County, Texas, skilled in the design for projects of similar scope. The Architect shall diligently perform all services under this Agreement and shall strive to further the interest of the Owner in accordance with the Owner’s program and requirements and procedures. All of the Architect’s services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work. The Architect’s services shall be reasonably accurate and reasonably free from any material errors or omissions. The Owner shall have the right to reject any of the Architect’s services because of any default or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by the Architect or its consultants. Neither acceptance nor approval of the Architect’s services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability, it being understood that the Owner is, at all times, relying upon the Architect for its skill and knowledge in performing the Architect’s services. Promptly after the execution of this Agreement, the Architect shall prepare and submit, for the Owner’s approval in writing, a detailed schedule for the performance of the Architect’s services to meet the Project dates as set forth in this Agreement. The Architect’s schedule shall include allowances for periods of time required for the Owner’s review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which the Architect has control shall not be exceeded without the express written approval from the Owner. The Architect knows of no obligations, commitments, or impediments of any kind that will limit or prevent performance by the Architect of its services. The Architect hereby agrees to correct, at its own cost, any of its services and the services of its consultants that do not meet the standard of care set forth in this Agreement. Time is of the essence in this Agreement, subject to the standard of care as defined herein.

§ 2.3 The Architect identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the Project: Michael Cowan.

§ 2.4 The Architect shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.

§ 2.5 Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and amount set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect and Owner from claims arising out of the performance of the professional services under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form approved by the Owner with an effective date prior to the beginning of design by Architect. The Architect shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the date of Substantial Completion of construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit, reduce, or extend the number of years of any limitations or repose period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing a claim. If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file with the Owner a new certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.

§ 2.5.1 Intentionally deleted.

§ 2.5.2 Intentionally deleted.

§ 2.5.3 Intentionally deleted.

§ 2.5.4 Intentionally deleted.

§ 2.5.5 Intentionally deleted.

§ 2.5.6 Intentionally deleted.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 60-day notice of cancellation to any of the policies or equivalents specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

§ 2.5.8 The Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services, as applicable to the individual Project, consist of those described in this Article 3, other provisions of this Agreement and otherwise designated as Basic Services elsewhere in this Agreement and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Article 4.1. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project in accordance with this Agreement as amended for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"), consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter. Architect agrees that the AIA Document A201-2017™, as amended for this Project, may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees to present Schematic Design, Design Development and Construction Documents as requested by the Owner.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility to liability for design defects, errors, or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall carefully study the information provided by the Owner relative to the Project; shall visit and observe the site where the Project is to be located and the surroundings and adjacent areas; observe visible conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location and character of existing or adjacent work or structures; and assess the general character and accessibility of the site. Without limiting any other obligations of the Architect set forth in this Agreement, the Architect shall make recommendations to the Owner for the location of any geotechnical testing if required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants through the Owner's designated representative. The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants; however, the Owner does not warrant or guarantee the accuracy or completeness of such services or related information, or that any documents or information otherwise provided to the Architect accurately reflects the conditions at the site or of the Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect and the Owner agree that the initial schedule for performance of the Architect's services are as set forth in this Agreement. The schedule includes dates for the commencement of construction and the dates for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval and/or coordination of submissions by authorities having jurisdiction over the Project. Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall not be exceeded by the

Architect. With the Owner's prior written approval, for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement or the Contract for Construction between the Owner and the Contractor, the Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas Health and Safety Code Section 341.065, if applicable to this Project. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall review the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and use the professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas. The Architect's signature and seal on the Construction Documents shall certify compliance. The Architect shall perform a building code search under applicable regulations that apply to the Project. The Architect shall design the Project in compliance with the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable code or standards that arise prior to the approval by the Owner of the Construction Documents for issuance for construction and permitting. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction or is to be completed on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for coordination and/or approval of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

3.1.9 The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review and conform to the Owner's approved Project program, preliminary design, budget and schedule of phases of work and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's services, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the Initial Information or other information provided to or obtained by the Architect, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule, and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easement or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, conforming all standards and work to be done with the Owner's budget, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present for the Owner's approval a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's written acceptance of the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule; provided, however, this approval shall not relieve the Architect of the Architect's responsibility under this agreement.

§ 3.2.5 Based on the Owner's approval of the preliminary design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. The Schematic Design Documents shall show major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall investigate environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing and recommending a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider, and, if applicable, consult with the Construction Manager at Risk regarding the value of alternative materials, building systems and equipment, together with other considerations based on program/preliminary design and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of

equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility under the terms of this Agreement. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, shall refine the Project design, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's written approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's responsibilities under the terms of this Agreement. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work; the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth, in detail, the requirements of construction of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications, schedules, diagrams, and all other documents as are necessary to construct the Project (excepting those design-build portions of the Work that are the responsibility of the Contractor), setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Construction Documents shall reflect all agreements between the Owner and the Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction

Documents by the Owner shall not relieve the Architect of any of its responsibility under the terms of this Agreement. The Owner and Architect acknowledge that in order to construct the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards established by the State of Texas Health and Safety Code. All ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, in the development of (1) bidding and procurement information which describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.* Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258 of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States Secretary of the Treasury; or, reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility under the terms of this Agreement. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

3.4.7 Pursuant to 19 Texas Administrative Code §61.1036, the Architect shall sign and seal the Construction

Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the Construction Documents and that these documents conform with the provisions of 19 TAC §61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project, and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC §61.1036 based on the long-range school facility plan and/or educational specifications, building codes specifications, and all documented changes to the Construction Documents provided by the District.

3.4.8 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more and shall notify Owner of same. Architect shall endeavor to not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, and if applicable, the Owner's legal counsel in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Owner will select the method that provides the best value for the Project.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

§ 3.5.2.2 To the extent applicable, the Architect shall assist the Owner in bidding the Project by:

- .1 if requested by the Owner, assist in preparation of bid documents;
- .2 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .3 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .4 organizing and conducting a pre-bid conference for prospective bidders;
- .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .7 organizing and participating in selection interviews with prospective contractors and
- .8 if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction with Owner's overall budget for the Project.

§ 3.5.3 Proposals

§ 3.5.3.1 The Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.

§ 3.5.3.2 If requested by the Owner, the Architect shall assist the Owner in obtaining proposals

(Paragraphs deleted)

by participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services, attend weekly meetings with the Contractor, and issue written project reports. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and subject to any limitations in law applicable to public school districts. Additionally, except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as applicable. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at least once per week (or more often, in accordance with industry standards or Owner's reasonable request) and at other intervals appropriate to the stage of construction, to (1) observe the progress and quality of the Work completed, (2) to reject any observed non-conforming Work, (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to endeavor to guard the Owner against defects and deficiencies in the Work; (5) to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect. Architect or

its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or inspections by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work and promptly report to the Owner in writing (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) observed defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the Architect, nor a decision made in good faith either to exercise, or not to exercise, such authority, shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 3.6.2.3 The Architect shall interpret and make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both the Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required by this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall prepare a listing of all required submittals for the Project and distribute to the Owner and the Contractor. The Architect shall review the Contractor's proposed submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall promptly report in writing to the Contractor and the Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided that the Owner does not guarantee or warrant the accuracy of same.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services of the Architect.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders; Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on the Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a printed copy of the drawings and specifications.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's designated forms;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents;
- .5 for any Work that exceeds \$50,000, Architect shall schedule inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 When the Work is found to be Substantially Complete, and when the Work is finally complete, the Architect shall inform the Owner in writing about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. As a condition to the Project being considered Substantially Complete, the Architect shall request the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in 3.4.7.3 above.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of claims, liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, including, without limitation, to identify observable defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

§ 3.6.6.6 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services

§ 4.1.1 As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if

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requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2.

Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect – Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Service
§ 4.1.1.3 Measured drawings	Architect – Supplemental Services
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect – Basic Service
§ 4.1.1.6 Building Information Model management responsibilities	Architect – Basic Service
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect – Basic Service
§ 4.1.1.8 Civil engineering	Architect – Basic Service
§ 4.1.1.9 Landscape design	Architect – Basic Service
§ 4.1.1.10 Architectural interior design	Architect – Basic Service
§ 4.1.1.11 Value analysis	Architect – Basic Service
§ 4.1.1.12 Detailed cost estimating	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect – Basic Service
§ 4.1.1.15 As-designed record drawings	Architect – Basic Service
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect – Basic Service
§ 4.1.1.21 Telecommunications/data design	Architect – Basic Service
§ 4.1.1.22 Security evaluation and planning	Architect – Additional Service
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Alternate bid items	Architect – Additional Service
<i>(Row deleted)</i>	
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment (limited interior design)	Architect – Additional Services
§ 4.1.1.29 Warranty Phase Support Services	Architect – Basic Service
<i>(Row deleted)</i>	
§ 4.1.1.30 Land Surveying	Owner
4.1.1.31 Geotechnical Services	Owner
4.1.1.32 Environmental Services	Owner
4.1.1.33 Graphics and Signage	Architect – Basic Service
4.1.1.34 Permitting	CMR
4.1.1.35 Space Schematics/Flow Diagrams	Architect – Basic Service

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4.1.1.36 Owner-Supplied Data Coordination	Architect – Basic Service
4.1.1.37 Structural	Architect – Basic Service
4.1.1.38 Mechanical, Electrical, Plumbing	Architect – Basic Service
4.1.1.39 Acoustic A/V	Architect – Basic Service
4.1.1.39 Traffic Design	Owner
4.1.1.40 TAS Review / Inspection	Architect – Additional Service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 Intentionally deleted.

§ 4.1.2.2 Intentionally deleted.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 Intentionally deleted.

§ 4.2 Architect’s Additional Services

Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to in writing by the Owner before performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect’s consultants, but may be subject to a downward adjustment in compensation. .

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be entitled to an adjustment and shall not proceed to provide the following services until the Architect receives the Owner’s written authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a significant change in the scope of the Project including but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method, except when such change is required due to an error or omission of the Architect or any of the Architect’s consultants;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations ;
- .4

(Paragraphs deleted)

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; and

(Paragraph deleted)

- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

Intentionally deleted.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;
- .3 Five (5) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and
- .4 Five (5) inspections for each portion of the Work to determine final completion.

§ 4.2.4 Intentionally deleted.

§ 4.2.5 Intentionally deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services. The Architect shall be responsible for having knowledge of and adhering to any building code authority that may be applicable to the Project, including, without limitation, the requirements of the Texas Administrative Code.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Except as otherwise delegated to administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent. The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.7 Intentionally deleted .

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents to be furnished by the Owner. To the extent that tests, inspections, and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner determines may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Intentionally deleted.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the compensation to the Architect shall be based on the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner, including purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional.

§ 6.3 The Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of

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systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner, and, if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's Budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 implement any other mutually acceptable alternative; or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

§ 6.7 If the Owner chooses to proceed under Sections 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 The Drawings, Specifications, and other Documents, including those in electronic form, prepared by the Architect are Owner's Property ("Work Product") through which the Work to be executed by the Contractor or is to be performed. The Architect may retain one record set of the Work Product or additional copies as approved by the Owner in writing for the Architect to perform its services under this Agreement. Neither the Architect nor any design consultant or professional, other consultant, or employee of the Architect shall own or claim a copyright in the Work Product, and unless otherwise indicated, the Owner will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of the Work Product. To this end, Architect agrees and does hereby assign, grant, transfer, and convey to Owner, its successors and assigns, Architect's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Architect confirms that Owner shall own Architect's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). All copies of Work Product, except the Architect's record set, shall be returned or suitably accounted for to the Owner upon completion of the Work. The Work Product and copies

thereof furnished to the Architect are for use solely with respect to this Project unless approved in advance by the Owner. They are not to be used by the Architect on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Architect is authorized to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of its services under this Agreement. All copies made under this authorization may bear the statutory copyright notice, if any, shown on the Work Product and shall be returned to Owner at the completion of the Work as set forth herein. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in dereliction of the Owner's copyrights or other reserved rights. Except for its record set, Architect shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of this Agreement for any reason. In exchange for the rights granted herein, the Owner agrees not to sell the Work Product created by the Architect or any design professional or consultant to any third party, but may provide a copy of the Work Product to a subsequent purchaser or transferee in connection with the sale of or transfer of title to the building or structure to which the applicable Work Product pertains. Notwithstanding the foregoing, and intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect.

§ 7.2 The Work Product may be used as a prototype by the Owner for other facilities. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in the reuse of the Work Product. If such is the case, the Architect is obligated to perform the work for an additional compensation that will fairly compensate the Architect only for the additional work involved. It is reasonable to expect that the fair additional compensation may be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in the reuse of the Work Product, the Architect shall commit its consultants to the terms of this Article. If the Owner uses the Work Product for any other project, except for any subsequent use other than with the review, adaptation administration and/or other involvement of the Architect in the subsequent project, the Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent use.

§ 7.3 Intentionally deleted.

§ 7.3.1 Intentionally deleted.

§ 7.4 Intentionally deleted.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement for any reason.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement, in accordance with the requirements of the binding dispute resolution selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 Intentionally deleted.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 Intentionally deleted.

§ 8.3.1.1 Intentionally deleted.

§ 8.3.2 Intentionally deleted.

§ 8.3.3 Intentionally deleted.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally deleted.

§ 8.3.4.2 Intentionally deleted.

§ 8.3.4.3 Intentionally deleted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement if not cured by the Owner within ten (10) days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect’s performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement, including the failure to perform within the time and schedule required, such failure shall be considered a material breach and shall be cause for termination by Owner. For the Architect’s failure to perform that does not affect

the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, through no fault of the Architect, the Architect may be compensated for any undisputed amounts for services reasonably and necessarily performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for direct, actual and verifiable expenses reasonably and necessarily incurred and not able to be recovered that were caused by the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if the Architect is unable to make up for the time and perform its services within the time period agreed upon by the Owner and Architect.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

(Paragraphs deleted)

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Sections 9.7 and 11.9.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County, Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract, as modified by the Owner for the Project.

§ 10.3 The person signing below on behalf of the Architect represents that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, heirs, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement. .

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect, including any relationship in the nature of a third-party beneficiary.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced or caused or allowed to be introduced, said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq..

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those

employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
- .2 The Architect must:
 - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 - .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
- .5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10

business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever, in any manner, have claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.15 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 10.18 CHILD SUPPORT. By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

10.20 CRIMINAL HISTORY RECORD CHECKS

10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall

fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

10.20.2 Architect will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by Owner, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

10.20.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designed by the Owner, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees.

10.20.5 On request of Owner, Architect and/or its consultants shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Architect and all subcontracting entities, Architect shall update this list on Owner's request. Architect and/or its consultants shall further cooperate in all respects with any reasonable request by Owner to assist Owner in obtaining criminal history record information on the employees of Architect and/or its consultants, including without limitation paying any fees or costs reasonably requested by Owner to enable Owner to obtain needed criminal history record information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

- .1** Stipulated Sum
\$1,304,050.00
- .2** Percentage Basis
(Insert percentage value)

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein.

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

.3 Other
(Describe the method of compensation)

§ 11.2 For Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, the Owner shall compensate the Architect
(Paragraphs deleted)
 for an agreed upon stipulated sum based on an hourly rate as set forth in Section 11.7.

§ 11.3
(Paragraphs deleted)
 Intentionally deleted.

§ 11.4 Compensation for
(Paragraphs deleted)
 Additional Services of the Architect’s consultants, that are not part of Basic Services, will be made in accordance with Section 11.7.

§ 11.5 Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty		20	%)
Construction Documents Phase	Thirty-five		35	%)
Procurement Phase	Five		5	%)
Construction Phase	Thirty		30	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed including items for alternate bid, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B for Architect rates. Architect’s consultant’s rates shall be set forth in project addendums.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for Basic and Additional Services and consist of and shall mean the actual, reasonable and verifiable expenses necessarily incurred by the Architect and the Architect’s consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:

- .1 Intentionally deleted;
- .2 Intentionally deleted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, if authorized in advance by the Owner in writing;
- .4 Printing, reproductions, plots, and standard form documents and courier expenses. The Architect shall obtain written approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;
- .5 Intentionally deleted;
- .6 Intentionally deleted;
- .7 Intentionally deleted;
- .8 Intentionally deleted;
- .9 Intentionally deleted;
- .10 Intentionally deleted;
- .11 Intentionally deleted; and
- .12 Other similar Project-related expenses, if approved in advance by the Owner in writing.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants. Markups on Reimbursable Expenses are not allowed.

§ 11.9 Compensation for Use of Architect’s Instruments of Services. The parties agree that Architect’s compensation for Basic Services includes all licensing fees for Owner’s use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

Intentionally deleted.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 Intentionally deleted.

§ 11.10.1.2 Intentionally deleted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. *(Paragraphs deleted)*

Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.

§ 11.10.2.2 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect’s services and obligations under any part of this Agreement. .

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect’s progress payment applications.

§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 INDEMNITY

Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, and, in recognition of the Standard of Care, are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT TO THE EXTENT IS CAUSED BY AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF ITS OBLIGATION UNDER THIS AGREEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACTOR, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect. This indemnification obligation of the Architect and provisions of this Section 12.1 survive the expiration or termination of this Agreement.

12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1 above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission's Schedule.

12.3 COMPLAINTS

The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupation Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended for this Project.
(Paragraphs deleted)

.2 Intentionally deleted.

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Insurance Requirements
Exhibit B – Hourly Rates

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

HADDON-COWAN ARCHITECTS

OWNER *(Signature)*

Paul Norton, Superintendent
(Printed name and title)

ARCHITECT *(Signature)*

Michael Cowan, Principal-in-Charge
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:16:14 ET on 10/18/2023.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year 2023

...

Lake Travis ISD
3322 Ranch R 620 S.
Austin, Texas 78738
Telephone: (512) 533-6000

...

Haddon-Cowan Architects
2301 E. Riverside Dr., Bldg A, Suite 80
Austin, TX 78741
Telephone: (512) 228-4389

...

CMR 23-04
LTHS Science / Flex Addition

PAGE 2

13 SCOPE OF THE AGREEMENT INCLUDING EXHIBITS

...

§ 1.1 This Agreement is based on the ~~Initial Information set forth in this Section 1.1~~ information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.

~~(For The Architect will provide comprehensive architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Owner's Request for Proposals, Architect's Proposal, the Owner's Program documents, this Agreement with all exhibits, and all applicable laws. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")~~

...

LTISD 2022 Bond Program

...

LTHS Science / Flex Addition

The project consists of a new two-story classroom addition to the existing Lake Travis High School on the Northwest side of the school along Spillman Loop. The addition will be approximately 29k sf and include (4) 1st floor Science classroom/labs, approximately (6) general or CTE 2nd floor classrooms, and support storage, offices, and restrooms spaces. This addition will connect directly to the existing building and will utilize new HVAC systems, electrical and gas connections. All existing utilities along Spillman Loop that are located within the proposed addition building footprint are to be relocated/rerouted accordingly. Required Accessible routes and entries serving the new addition are to be developed as part of the project.

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\$16,468,376

§ 1.1.4 The Owner's anticipated ~~design and construction milestone dates~~ dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work are set forth as follows:

- .1 Design phase milestone dates, if any: TBD

- ~~.2 Construction commencement date:~~ 2 _____ Notice to Proceed/Construction commencement date: TBD

- .3 Substantial Completion ~~date or dates:~~ and Final Completion dates: TBD

...

See any Project addendums

...

Construction Manager at Risk

...

Not applicable.

...

Not applicable.

...

Robert Winovitch
Director of Facilities
winovitchr@ltschools.org

...

Not applicable.

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- .1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Raba Kistner

...

Michael Cowan
Haddon-Cowan Architects
2301 E. Riverside Dr., Bldg A, Suite 80
Austin, TX 78741
Telephone: (512) 228-4389

...

.1 Structural Engineer: Pickett, Kelm & Associates, Inc.
4100 Duval Rd
Austin, TX 78759
(512) 345-5538

...

.2 Mechanical Engineer: MEP Engineering
1120 South Capital of Texas Hwy.
Bldg 1, Suite 150
~~.2 Mechanical Engineer:~~ Austin, TX 78746
(512) 306-9650

.3 Electrical Engineer: Same as Mechanical Engineer

.4 Civil Engineer: Malone/Wheeler
5113 Southwest Pkwy, Suite 260
Austin, TX 78735
(512) 899-0601

.5 Landscape Architect: Blu Fish Collaborative, Inc.
107 Leland St. #2
Austin, TX 78704
(512) 388-4115

.6 IT/AV/Security: Vickers Technology Consulting
~~.3 Electrical Engineer:~~ 345 South Commons Ford Rd.
Austin, TX 78733
(512) 680-4558

.7 Roofing/Waterproofing: Hollon+Cannon Group, LLC
11800 Highland Oaks Trail
Austin, TX 78750
(512) 300-0452

...

§ 1.1.11.2 Consultants retained under ~~Supplemental~~ Additional Services:

.1 FFE: EMID

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N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that ~~the Initial Information such information~~ may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments (either upward or downward) to the Architect's services and the Architect's compensation and to be adjusted by amendment to this Agreement as approved by the Owner, including any changes required to be approved by the Owner's Board of Trustees.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. ~~Intentionally deleted.~~

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. ~~Intentionally deleted.~~

...

§ 2.1 The Architect shall provide ~~the~~ professional services as set forth in this Agreement. ~~The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. A~~ Agreement, including any exhibits, if applicable, that are necessary and reasonably inferable to complete the Project, each phase of the Project. The Architect shall allocate adequate time, personnel, and resources as necessary to perform its services. The Architect shall review the program furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with the Owner. The Architect shall include in the Project all components of the Owner's program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect's scope of services and provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.

§ 2.2 The Architect shall ~~perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services~~ agrees and acknowledges that the Owner is entering into this Agreement in reliance on the Architect's competence, qualifications and its professional abilities with respect to performing the Architect's services, duties and obligations under this Agreement. The Architect shall use professional efforts, skill, judgment, and abilities in performing Architect's services in accordance with the usual and customary professional standards of care, skill and diligence prevailing among architects in Travis County, Texas, skilled in the design for projects of similar scope. The Architect shall diligently perform all services under this Agreement and shall strive to further the interest of the Owner in accordance with the Owner's program and requirements and procedures. All of the Architect's

~~services shall be performed as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~said standards and the orderly progress of the Work. The Architect's services shall be reasonably accurate and reasonably free from any material errors or omissions. The Owner shall have the right to reject any of the Architect's services because of any default or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by the Architect or its consultants. Neither acceptance nor approval of the Architect's services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability, it being understood that the Owner is, at all times, relying upon the Architect for its skill and knowledge in performing the Architect's services. Promptly after the execution of this Agreement, the Architect shall prepare and submit, for the Owner's approval in writing, a detailed schedule for the performance of the Architect's services to meet the Project dates as set forth in this Agreement. The Architect's schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which the Architect has control shall not be exceeded without the express written approval from the Owner. The Architect knows of no obligations, commitments, or impediments of any kind that will limit or prevent performance by the Architect of its services. The Architect hereby agrees to correct, at its own cost, any of its services and the services of its consultants that do not meet the standard of care set forth in this Agreement. Time is of the essence in this Agreement, subject to the standard of care as defined herein.

§ 2.3 The Architect ~~shall identify a~~identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the ~~Project.~~Project: Michael Cowan.

§ 2.4 ~~Except with the Owner's knowledge and consent, the~~The Architect shall not engage in any activity, or accept any employment, ~~interest~~interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this ~~Project.~~Project or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and amount set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect and Owner from claims arising out of the performance of the professional services under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form approved by the Owner with an effective date prior to the beginning of design by Architect. The Architect shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the date of Substantial Completion of construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit, reduce, or extend the number of any limitations or repose period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing a claim. If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file with the Owner a new certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$)~~ for each occurrence and ~~(\$)~~ in the aggregate for bodily injury and property damage. ~~Intentionally deleted.~~

§ 2.5.2 Automobile Liability covering ~~vehicles owned, and non owned vehicles used, by the Architect with policy~~ limits of not less than ~~(\$)~~ per accident for bodily injury, death of any person, and property damage arising out of the

~~ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~Intentionally deleted.

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~Intentionally deleted.

~~§ 2.5.4 Workers' Compensation at statutory limits.~~Intentionally deleted.

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~Intentionally deleted.

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~Intentionally deleted.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions.~~insured.~~ The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 60-day notice of cancellation to any of the policies or equivalents specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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~~§ 3.1 The Architect's Basic Services.~~Services, as applicable to the individual Project, consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.~~3,~~ other provisions of this Agreement and otherwise designated as Basic Services elsewhere in this Agreement and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Article 4.1. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 3.1.1 The Architect shall ~~manage the Architect's services,~~ perform and manage the Architect's services and administer the Project in accordance with this Agreement as amended for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"), consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. ~~progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter.~~ Architect agrees that the AIA Document A201-2017™, as amended for this Project, may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a

condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees to present Schematic Design, Design Development and Construction Documents as requested by the Owner.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility to liability for design defects, errors, or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall carefully study the information provided by the Owner relative to the Project; shall visit and observe the site where the Project is to be located and the surroundings and adjacent areas; observe visible conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location and character of existing or adjacent work or structures; and assess the general character and accessibility of the site. Without limiting any other obligations of the Architect set forth in this Agreement, the Architect shall make recommendations to the Owner for the location of any geotechnical testing if required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. ~~The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, consultants through the Owner's designated representative.~~ The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's ~~consultants.~~ ~~consultants; however, the Owner does not warrant or guarantee the accuracy or completeness of such services or related information, or that any documents or information otherwise provided to the Architect accurately reflects the conditions at the site or of the Project.~~ The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, ~~omission,~~ ~~omission~~ or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. ~~The schedule initially shall include anticipated~~ The Architect and the Owner agree that the initial schedule for performance of the Architect's services are as set forth in this Agreement. The schedule includes dates for the commencement of construction and the dates for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval and/or coordination of submissions by authorities having jurisdiction over the Project. ~~Once approved by the Owner,~~ Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall ~~not, except for reasonable cause,~~ not be exceeded by the Architect or Owner. ~~Architect.~~ With the Owner's prior written approval, for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 The Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement or the Contract for Construction between the Owner and the Contractor, the Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written substitution made without the Architect's approval.

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas

Health and Safety Code Section 341.065, if applicable to this Project. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall review the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and use the professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas. The Architect's signature and seal on the Construction Documents shall certify compliance. The Architect shall perform a building code search under applicable regulations that apply to the Project. The Architect shall design the Project in compliance with the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable code or standards that arise prior to the approval by the Owner of the Construction Documents for issuance for construction and permitting. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or approve the Construction Documents and the entities providing utility services to the Project. ~~The In~~ designing the Project, the Architect shall respond to applicable design requirements imposed by ~~those authorities and entities,~~ such governmental authorities and by such entities providing utility services. Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction or is to be completed on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for ~~the~~ coordination and/or approval of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

3.1.9 The Owner's decisions on matters relating to aesthetic effect shall be final.

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§ 3.2.1 The Architect shall review ~~the program and conform to the~~ Owner's approved Project program, preliminary design, budget and schedule of phases of work and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's ~~services.~~ services, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of ~~the Work, Project site, the proposed procurement and delivery method,~~ the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the ~~information,~~ Initial Information or other information provided to or obtained by the Architect, and (2) other information or consulting services that

may be reasonably needed ~~for~~ for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule, and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easement or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of ~~the Project. The Architect shall reach an~~ the Project, conforming all standards and work to be done with the Owner's budget, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and ~~present, present~~ for the Owner's approval, a approval a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's written acceptance of the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule; provided, however, this approval shall not relieve the Architect of the Architect's responsibility under this agreement.

§ 3.2.5 Based on the Owner's approval of the preliminary ~~design, design~~ and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of modeling. The Schematic Design Documents shall show major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall ~~consider sustainable~~ investigate environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing and recommending a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

§ 3.2.5.2 The Architect shall ~~consider~~ consider, and, if applicable, consult with the Construction Manager at Risk regarding the value of alternative materials, building systems and equipment, together with other considerations based on program program/preliminary design and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 ~~The Architect shall submit to the Owner an~~ When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, ~~and request the Owner's~~ Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility under the terms of this Agreement. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. ~~Documents, shall refine the Project design, and shall~~ consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work ~~prepared in accordance with Section 6.3 and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.~~

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's written approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's responsibilities under the terms of this Agreement. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.

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§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the ~~Work, Work;~~ the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth, in detail, the requirements of construction of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications and Specifications, schedules, diagrams, and all other documents as are necessary to construct the Project (excepting those design-build portions of the Work that are the responsibility of the Contractor), setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform The Construction Documents shall reflect all agreements between the Owner and the Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its responsibility under the terms of this Agreement. The Owner and Architect acknowledge that in order to construct the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards established by the State of Texas

Health and Safety Code. All ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, if requested by the Owner, the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, in the development of (1) bidding and procurement information which describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications, Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258 of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States Secretary of the Treasury; or, reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3-Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility under the terms of this Agreement. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

3.4.7 Pursuant to 19 Texas Administrative Code §61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the Construction Documents and that these documents conform with the provisions of 19 TAC §61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project,

and the design has been researched prior to becoming final.

- .3 It has designed the facility according to the provisions of 19 TAC §61.1036 based on the long-range school facility plan and/or educational specifications, building codes specifications, and all documented changes to the Construction Documents provided by the District.

3.4.8 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more and shall notify Owner of same. Architect shall endeavor to not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

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The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the ~~Owner~~ Owner, and if applicable, the Owner's legal counsel in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Owner will select the method that provides the best value for the Project.

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§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

§ 3.5.2.2 ~~The~~ To the extent applicable, the Architect shall assist the Owner in bidding the Project by:

- .1 ~~facilitating the distribution of Bidding Documents~~ if requested by the Owner, assist in preparation of bid documents;
- .2 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .3 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- ~~.2~~ ~~.4~~ organizing and conducting a pre-bid conference for prospective bidders;
- ~~.3~~ ~~.5~~ preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; ~~and,~~
- ~~.4~~ ~~.6~~ organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the ~~Owner~~ Owner;
- .7 organizing and participating in selection interviews with prospective contractors and
- .8 if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an ~~Additional Service~~, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction with Owner's overall budget for the Project.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~ The Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.

§ 3.5.3.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by:

- .1 ~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- .2 ~~organizing and participating in selection interviews with prospective contractors;~~

~~3~~ — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and, ~~4~~ — participating in negotiations with prospective contractors, by participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an ~~Additional Service~~, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

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§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase ~~Services~~. Services, attend weekly meetings with the Contractor, and issue written project reports. The Architect shall have authority to act on behalf of the Owner only to the extent provided ~~in this Agreement~~ in this Agreement and subject to any limitations in law applicable to public school districts. Additionally, except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as applicable. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 ~~Subject to Section 4.2 and except as provided in Section 3.6.6.5, the~~ The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

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§ 3.6.2.1 The Architect shall visit the site at least once per week (or more often, in accordance with industry standards or Owner's reasonable request) and at other intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with to (1) observe the progress and quality of the Work completed, (2) to reject any observed non-conforming Work, (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine, in general, (4) to endeavor to guard the Owner against defects and deficiencies in the Work; (5) to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the

Architect. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect. Architect or its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or inspections by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations Documents and from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. (2) observed defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the Architect-Architect, nor a decision made in good faith either to exercise-exercise, or not to exercise such authority-exercise, such authority, shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 3.6.2.3 The Architect shall interpret and ~~decide~~-make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and ~~decisions~~-recommendations of the Architect shall be consistent with the intent of, of and reasonably inferable from, from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, the Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims-The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such ~~amounts~~-amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the that the Work has progressed to the point indicated, indicated and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) general accordance with the Contract Documents. The foregoing

representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the ~~Work~~, Work except as otherwise required by this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.4.1 The Architect shall prepare a listing of all required submittals for the Project and distribute to the Owner and the Contractor. The Architect shall review the Contractor's proposed submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 ~~The Architect shall review and approve, or take other appropriate action upon.~~ In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions ~~or or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.~~ The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall promptly report in writing to the Contractor and the Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, ~~materials,~~ materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~and take appropriate action on~~ Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. ~~The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals. professionals, provided that the Owner does not guarantee or warrant the accuracy of same.

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

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§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services of the Architect.

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§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders; Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on the Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a printed copy of the drawings and specifications.

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- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;Final Completion;
- .2 issue Certificates of Substantial Completion;Completion and of Final Completion, using Owner's designated forms;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;and;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, that the Work complies with the requirements of the Contract Documents.Documents;
- .5 for any Work that exceeds \$50,000, Architect shall schedule inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 When Substantial Completion has been achieved, the Work is found to be Substantially Complete, and when the Work is finally complete, the Architect shall inform the Owner in writing about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. As a condition to the Project being considered Substantially Complete, the Architect shall request the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in 3.4.7.3 above.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of claims, liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility

operations and performance, including, without limitation, to identify observable defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.6.6.6 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect’s services and obligations under any part of this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Supplemental/Additional Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate. As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Architect – Basic Service</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect – Basic Service</u>
§ 4.1.1.3 Measured drawings	<u>Architect – Supplemental Services</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect – Basic Service</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect – Basic Service</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Architect – Basic Service</u>
§ 4.1.1.8 Civil engineering	<u>Architect – Basic Service</u>
§ 4.1.1.9 Landscape design	<u>Architect – Basic Service</u>
§ 4.1.1.10 Architectural interior design	<u>Architect – Basic Service</u>
§ 4.1.1.11 Value analysis	<u>Architect – Basic Service</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Not provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect – Basic Service</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect – Basic Service</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	<u>Architect – Basic Service</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect – Basic Service</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect – Additional Service</u>

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.23 Commissioning	<u>Owner</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Alternate bid items	<u>Architect – Additional Service</u>
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design (limited interior design)	<u>Architect – Additional Services</u>
§ 4.1.1.29 Warranty Phase Support Services	<u>Architect – Basic Service</u>
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Land Surveying	<u>Owner</u>
§ 4.1.1.30 Other Supplemental Services	<u>Owner</u>
4.1.1.31 Geotechnical	

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4.1.1.34 Permitting	<u>CMR</u>
4.1.1.35 Space Schematics/Flow Diagrams	<u>Architect – Basic Service</u>
4.1.1.36 Owner-Supplied Data Coordination	<u>Architect – Basic Service</u>
4.1.1.37 Structural	<u>Architect – Basic Service</u>
4.1.1.38 Mechanical, Electrical, Plumbing	<u>Architect – Basic Service</u>
4.1.1.39 Acoustic A/V	<u>Architect – Basic Service</u>
4.1.1.39 Traffic Design	<u>Owner</u>
4.1.1.40 TAS Review / Inspection	<u>Architect – Additional Service</u>

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§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.) Intentionally deleted.

...

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below. Intentionally deleted.

...

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ – 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Intentionally deleted.

...

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to in writing by the Owner before

performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect's consultants, but may be subject to a downward adjustment in compensation. .

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be entitled to an adjustment and shall not proceed to provide the following Additional Services until the Architect receives the Owner's written ~~authorization~~ authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a ~~material-significant~~ change in the scope of the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method; method, except when such change is required due to an error or omission of the Architect or any of the Architect's consultants;
- .2 Services necessitated by the ~~enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service~~; Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations ;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; and
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 .5 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect. ~~construction.~~

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom. ~~Intentionally deleted.~~

- .1 ~~(—) Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~Contractor;
- .2 ~~(—) visits Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;~~
- .3 ~~(—) Five (5) inspections for any each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~Documents; and
- .4 ~~(—) Five (5) inspections for any each portion of the Work to determine final completion.~~

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~Intentionally deleted.

~~§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~Intentionally deleted.

...

~~§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.~~consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services. The Architect shall be responsible for having knowledge of and adhering to any building code authority that may be applicable to the Project, including, without limitation, the requirements of the Texas Administrative Code.

...

~~§ 5.3 The Owner shall identify a representative authorized to render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Except as otherwise delegated to administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent.~~The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~§ 5.4 The Owner shall furnish surveys to describe describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional

information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

...

§ 5.6 The Owner shall provide the ~~Supplemental Services~~ services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~ Intentionally deleted.

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§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, ~~such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~ Documents to be furnished by the Owner. To the extent that tests, inspections, and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner determines may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

...

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly endeavor to notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 ~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~ Contract.

...

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~ Intentionally deleted.

...

§ 6.1 For purposes of this Agreement, the ~~Cost of the Work shall be compensation to the Architect shall be based on the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect, Architect, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work, Work or other costs that are the responsibility of the Owner.~~ Owner, including purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under ~~Sections 5.2, 6.4 and 6.5~~ this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. ~~It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.~~

§ 6.3 The Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner, and, if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~ may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, ~~then~~ the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's Budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

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- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; ~~or~~;
- .5 implement any other mutually acceptable ~~alternative~~; alternative; ~~or~~
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

§ 6.7 If the Owner chooses to proceed under ~~Section 6.6.4~~, ~~the Architect Sections 6.6.4 or 6.6.5~~, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction~~

~~Documents shall be the~~ The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under ~~this~~ Article 6.

ARTICLE 7 — COPYRIGHTS AND LICENSES

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Drawings, Specifications, and other Documents, including those in electronic form, prepared by the Architect are Owner's Property ("Work Product") through which the Work to be executed by the Contractor or is to be performed. The Architect may retain one record set of the Work Product or additional copies as approved by the Owner in writing for the Architect to perform its services under this Agreement. Neither the Architect nor any design consultant or professional, other consultant, or employee of the Architect shall own or claim a copyright in the Work Product, and unless otherwise indicated, the Owner will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of the Work Product. To this end, Architect agrees and does hereby assign, grant, transfer, and convey to Owner, its successors and assigns, Architect's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Architect confirms that Owner shall own Architect's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). All copies of Work Product, except the Architect's record set, shall be returned or suitably accounted for to the Owner upon completion of the Work. The Work Product and copies thereof furnished to the Architect are for use solely with respect to this Project unless approved in advance by the Owner. They are not to be used by the Architect on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Architect is authorized to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of its services under this Agreement. All copies made under this authorization may bear the statutory copyright notice, if any, shown on the Work Product and shall be returned to Owner at the completion of the Work as set forth herein. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in dereliction of the Owner's copyrights or other reserved rights. Except for its record set, Architect shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of this Agreement for any reason. In exchange for the rights granted herein, the Owner agrees not to sell the Work Product created by the Architect or any design professional or consultant to any third party, but may provide a copy of the Work Product to a subsequent purchaser or transferee in connection with the sale of or transfer of title to the building or structure to which the applicable Work Product pertains. Notwithstanding the foregoing, and intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Work Product may be used as a prototype by the Owner for other facilities. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in the reuse of the Work Product. If such is the case, the Architect is obligated to perform the work for an additional compensation that will fairly compensate the Architect only for the additional work involved. It is reasonable to expect that the fair additional compensation may be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in the reuse of the Work Product, the Architect shall commit its consultants to the terms of this Article. If the Owner uses the Work Product for any other project, except for any subsequent use other than with the review, adaptation administration and/or other involvement of the Architect in the subsequent project, the Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent use.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.Intentionally deleted.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.Intentionally deleted.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.Intentionally deleted.

§ 7.5 Except as otherwise stated in Section 7.3, the The provisions of this Article 7 shall survive the termination of this Agreement.Agreement for any reason.

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action ~~against the other and action, whether in contract, tort, or otherwise, against the other~~ arising out of or related to this Agreement, ~~whether in contract, tort, or otherwise,~~ in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.

§ 8.1.3 The Architect ~~and Owner waive~~ waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's termination of this Agreement, except as specifically provided in Section 9.7.~~ Owner's termination of this Agreement. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

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§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the~~

~~lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Intentionally deleted.~~

...

[] Litigation in a court of competent jurisdiction

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~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Intentionally deleted.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. Intentionally deleted.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. Intentionally deleted.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Intentionally deleted.~~

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Intentionally deleted.~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. Intentionally deleted.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement. Intentionally deleted.~~

...

§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Agreement if not cured by the Owner within ten (10) days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect's performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement, including the failure to perform within the time and schedule required, such failure shall be considered a material breach and shall be cause for termination by Owner. For the Architect's failure to perform that does not affect the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services Project for more than ninety (90) consecutive days, through no fault of the Architect, the Architect may be compensated for any undisputed amounts for services reasonably and necessarily performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in direct, actual and verifiable expenses reasonably and necessarily incurred and not able to be recovered that were caused by the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. adjusted if the Architect is unable to make up for the time and perform its services within the time period agreed upon by the Owner and Architect.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven twenty-one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, together with Reimbursable Expenses then due.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial-Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and ~~Section 9.7.~~Sections 9.7 and 11.9.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

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§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County, Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the ~~Contract for Construction-Contract~~, as modified by the Owner for the Project.

§ 10.3 The person signing below on behalf of the Architect represents that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. heirs, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the

skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the ~~proposed~~ language of such certificates shall be submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to the requested dates of ~~execution~~. ~~If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.~~

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or ~~Architect~~. Architect, including any relationship in the nature of a third-party beneficiary.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced or caused or allowed to be introduced, said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 ~~The Architect shall have the right to~~ With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such ~~representations~~ representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person ~~except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et seq.~~

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order~~, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement. In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
- .2 The Architect must:
 - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 - .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed

in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

- .5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever, in any manner, have claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.15 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 10.18 CHILD SUPPORT. By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

10.20 CRIMINAL HISTORY RECORD CHECKS

10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is

designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

10.20.2 Architect will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by Owner, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

10.20.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designed by the Owner, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees.

10.20.5 On request of Owner, Architect and/or its consultants shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Architect and all subcontracting entities, Architect shall update this list on Owner's request. Architect and/or its consultants shall further cooperate in all respects with any reasonable request by Owner to assist Owner in obtaining criminal history record information on the employees of Architect and/or its consultants, including without limitation paying any fees or costs reasonably requested by Owner to enable Owner to obtain needed criminal history record information.

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§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

...

(Insert amount) \$1,304,050.00

...

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein.

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

for an agreed upon stipulated sum based on an hourly rate as set forth in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Intentionally deleted.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (— %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Additional Services of the Architect's consultants, that are not part of Basic Services, will be made in accordance with Section 11.7.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:

Schematic Design Phase	<u>ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>twenty</u>	percent—(	<u>20</u>	%)
Construction Documents Phase	<u>Thirty-five</u>	percent—(	<u>35</u>	%)
Procurement Phase	<u>Five</u>	percent—(	<u>5</u>	%)
Construction Phase	<u>Thirty</u>	percent—(	<u>30</u>	%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not ~~constructed,~~ constructed including items for alternate bid, compensation for those portions of the Project shall be payable to the extent services are performed on those ~~portions.~~ portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

~~§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.~~

...

See Exhibit B for Architect rates. Architect's consultant's rates shall be set forth in project addendums.

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~~§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses Basic and Additional Services and consist of and shall mean the actual, reasonable and verifiable expenses necessarily incurred by the Architect and the Architect's consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:~~

- ~~.1 Transportation and authorized out-of-town travel and subsistence; Intentionally deleted;~~
- ~~.2 Long-distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally deleted;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project; the Project, if authorized in advance by the Owner in writing;~~
- ~~.4 Printing, reproductions, plots, and standard form documents; and standard form documents and courier expenses. The Architect shall obtain written approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;~~
- ~~.5 Postage, handling, and delivery; Intentionally deleted;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Intentionally deleted;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Intentionally deleted;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Intentionally deleted~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses; Intentionally deleted;~~
- ~~.10 Site office expenses; Intentionally deleted~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, Intentionally deleted; and~~
- ~~.12 Other similar Project-related expenditures-expenses, if approved in advance by the Owner in writing.~~

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred-consultants. Markups on Reimbursable Expenses are not allowed.~~

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~**Compensation for Use of Architect's Instruments of Services.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

~~Intentionally deleted.~~

...

§ 11.10.1.1 ~~An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~Intentionally deleted.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~Intentionally deleted.

...

§ 11.10.2.1 ~~Unless otherwise agreed, payments for services completed and approved shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)~~

~~—%—~~Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.

§ 11.10.2.2 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement. .~~

§ 11.10.2.3 ~~Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times, provided to the Owner upon presentation of Architect's progress payment applications.~~

§ 11.11 ~~Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.~~

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§ 12.1 INDEMNITY

Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, and, in recognition of the Standard of Care, are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT TO THE EXTENT IS CAUSED BY AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF ITS OBLIGATION UNDER THIS AGREEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACTOR, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect

This indemnification obligation of the Architect and provisions of this Section 12.1 survive the expiration or termination of this Agreement.

12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1 above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission's Schedule.

12.3 COMPLAINTS

The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupation Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

...

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

PAGE 32

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
— (Insert the date of the E203-2013 incorporated into this agreement.) Architect, as amended for this Project.

- .2 Intentionally deleted.

...

[] [X] _____ Other Exhibits incorporated into this Agreement:

...

Exhibit A – Insurance Requirements

Exhibit B – Hourly Rates

...

This Agreement entered into as of the day and year first written above.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

HADDON-COWAN ARCHITECTS

...

Paul Norton, Superintendent

Michael Cowan, Principal-in-Charge



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Amber King, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:16:14 ET on 10/18/2023 under Order No. 2114409644 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Attorney for Lake Travis ISD

(Title)

10/18/2023

(Dated)

EXHIBIT A

This Exhibit A is attached to and a part of the agreement between the Owner and Architect AIA B101-2017, as amended, (“Agreement”) for the Project (as defined in this exhibit and the Agreement) between Lake Travis Independent School District (“Owner” or “District”) and Haddon Cowan Architects (“Architect”) for the Owner’s Project: CMR 23-04, LTHS Science / Flex Addition, more particularly described in the Agreement (“Project”). The Architect will furnish insurance that meets the requirements set forth below:

1. **Insurance.**

1.1. Architect shall maintain, for the full term of the Agreement:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 general aggregate limit, for bodily injury and property damage, including coverage for contractual liability. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Architect’s employers, or

1.1.1.2. damages arising from personal or advertising injury applicable to the Architect’s obligations under the Agreement, including liability assumed by and the indemnity and defense obligations of the Architect (see Certificate of Insurance attached).

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 combined single limit, for bodily injury and property damage, including coverage for non-owned, and hired automobiles (see Certificate of Insurance attached).

1.1.3. Workers’ Compensation, including employers’ liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Architect shall require Architect’s consultants, if any, to provide Workers’ compensation insurance for all consultants’ employees engaged in work under the subcontract. Architect shall comply with all applicable requirements of Texas Labor Code Title 5 (see Certificate of Insurance attached).

1.1.4. Professional Liability, with limits not less than \$2,000,000 each claim and \$ 2,000,000 in the aggregate (see Certificate of Insurance attached).

1.2. The coverage afforded thereby in 1.1.1 and 1.1.2 shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each

insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the District.
 - 1.4. Before commencement of the work under this Agreement, certificates of insurance and copies of endorsements shall be furnished to the Owner, with complete copies of policies to be furnished to Owner promptly upon request.
 - 1.5. All original and copies of certificates of insurance, endorsements, and policies shall (a) state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation notices; (b) except Worker's compensation and professional liability insurance, add Owner, Owner's members, directors, officers, trustees and employees of any of them as named additional insureds on all policies; (c) include a waiver of subrogation in favor of the Owner; (d) include the assigned Project and purchase order number, if applicable; and (e) include the following clause: "This policy shall not be non-renewed, or canceled, until notice has been mailed to the District. Date of cancellation may not be less than thirty (30) days after the date of mailing notice." Architect shall provide thirty (30) days advanced notice of any reduction in coverage limits or amount of insurance.
 - 1.6. Should any of the required insurance, except for professional liability be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to the Owner) or shall be two times the occurrence limits stipulated.
 - 1.7. If Architect fails to maintain any required insurance, the Owner, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any sums due the Architect.
2. All capitalized terms used in this Insurance exhibit that are not otherwise defined herein shall have the same meaning as such terms in the Agreement.

10.4.23

2301 E. Riverside Drive
Bldg A, Suite 80
Austin, TX 78741
(512) 374-9120
haddoncowan.com

Haddon+Cowan Architects – HOURLY RATE SCHEDULE - 2023/2024

Principal: \$165.00

Project Manager: \$135.00

Project Architect: \$130.00

Architectural Designer I: \$105.00

Architectural Designer II: \$90.00

Office Staff: \$75.00



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Selection of Claycomb Associates, Architects for the Lake Travis High School Cavalier Stadium Renovations and Women's Field House Renovation and Addition Projects

RECOMMENDED ACTION

Approve the selection of Claycomb Associates, Architects for the 2024 bond projects as presented.

RATIONALE

It is in policy of the District that the selection of firms to provide professional services in connection with the District's construction and major maintenance projects be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price.

In December 2022, the Board approved a list of Construction Professional Services (A/E Pool) that included 22 architecture firms. Based on their experience in similar K-12 projects and the professionals serving on the project teams, administration is recommending the selection of Claycomb Associates for the design of renovations to LTHS Cavalier Stadium and the renovation of and addition to the LTHS Women's Field House.

BUDGET PROVISIONS

2024 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

November 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Selection of VLK Architects for the High School #2 Athletic Facilities Project

RECOMMENDED ACTION

Approve the selection of VLK Architects for the 2024 bond projects as presented.

RATIONALE

It is in policy of the District that the selection of firms to provide professional services in connection with the District's construction and major maintenance projects be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price.

In December 2022, the Board approved a list of Construction Professional Services (A/E Pool) that included 22 architecture firms. Based on their experience in similar K-12 projects and the professionals serving on the project teams, VLK Architects was selected for the design of High School #2 in May 2023. After further consideration, administration recommends the selection of VLK Architects for the design of the athletic facilities at High School #2.

BUDGET PROVISIONS

2024 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Cristy Soares – Director of Purchasing

ATTACHMENTS

None

MEETING DATE

November 15, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Purchase and Sale Agreement Between TL 99, LLC and Lake Travis ISD for Approximately 1.35 Acres of Land Located at Reimers Peacock Road

RECOMMENDED ACTION

Authorize the Superintendent or designee with the authority to execute the purchase and sale agreement between TL 99, LLC and Lake Travis ISD and execute any and all documents necessary to finalize the sale and closing of the purchase.

RATIONALE

In March 2023, the Board determined that public necessity required the acquisition of real property for the purpose of infrastructure for future educational facilities and passed Resolution No. 032223-03 authorizing the Superintendent or designee with the authority to execute a letter of intent and negotiate a purchase sale agreement for the acquisition of approximately 4.156 acres located at Reimers Peacock Road. Over the last seven months, District administration has investigated the land further and negotiated a purchase contract with the landowner for the sale of approximately 1.35 acres of the property.

BUDGET PROVISIONS

2023 Bond Funds

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction

ATTACHMENTS

Purchase and Sale Agreement

MEETING DATE

November 15, 2023

PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract (the “**Contract**”) is made and entered into between TL 99, LLC, a Texas limited liability company (“**Seller**”), and the LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, an independent school district created under the laws of the State of Texas (“**Buyer**”), effective as of the Effective Date (as defined below). Seller and Buyer may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

ARTICLE I DEFINED TERMS AND EXHIBITS

1.1 This Contract uses the following terms as defined below:

- a. “Board of Trustees” means the Board of Trustees of the Lake Travis Independent School District.
- b. “Business Day” means any day that the administrative offices of the Lake Travis Independent School District are open.
- c. “Buyer’s Easements” collectively means the Drainage Easements and Temporary Construction Easements.
- d. “Buyer’s Future Road” means the public or private road that Buyer intends to construct in the general location shown on **Exhibit A** on Buyer’s Property to SH 71W.
- e. “Buyer’s Property” means approximately 240.63 acres of land comprised of the following four tracts: “**Tract One**” being approximately 43.286 acres of land as more particularly described in the Deed recorded in Document No. 2007228271, Official Public Records of Travis County, Texas; “**Tract Two**” being approximately 190 acres of land as more particularly described in the Deed recorded in Document No. 201711944, Official Public Records of Travis County, Texas; “**Tract Three**” being approximately 1.84 acres of land as land as more particularly described in a Warranty Deed recorded in Document No. 2018078098, Official Public Records of Travis County, Texas; and “**Tract Four**” being approximately 5.51 acres of land as more particularly described in Special Warranty Deed recorded in Document No. 2022191103, Official Public Records of Travis County, Texas.
- f. “Closing” means the consummation of the purchase of the Property, as defined below, by Buyer from Seller in accordance with the terms and provisions of this Contract.
- g. “Closing Date” means the day of the Closing as defined in Section 10.1.

h. “Driveway Access Easement” means the access easement agreement described in Section 4.08 below to be granted pursuant to an easement instrument in the form and substance attached hereto as **Exhibit “F.”**

i. “Earnest Money” means the portion of the Purchase Price deposited by the Buyer in escrow with the Title Company at the time and in the amounts specified in Section 3.3 hereof, plus accrued interest thereon, if any.

j. “Easements” collectively means the Buyer’s Easements, Driveway Access Easement, and Reimers Access Easement as modified by the Reimers Easement Amendment.

k. “Effective Date” means the date a fully executed copy of this Contract and approved by the Board of Trustees, and the Earnest Money are deposited with and acknowledged by the Title Company.

l. “Execution Date” means the date on which this Contract is fully executed by both Buyer and Seller.

m. “Hazardous Materials” means any flammable explosives, radioactive materials, hazardous material, hazardous waste, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.) and in the regulations adopted in publications promulgated pursuant thereto, and all asbestos (friable or non-friable), petroleum derivatives, polychlorinated biphenyls, flammable substances and materials defined as hazardous materials under any federal, state or local laws, ordinances, codes, rules, orders, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal thereof.

n. “Inspection Period” means the period commencing on the day after the Effective Date and ending at 5:00 p.m. on the thirtieth (30th) day thereafter.

o. “Permitted Exceptions” means those exceptions or conditions as are approved or deemed to be approved by Buyer under Section 4.5.

p. “Property” means the following, but excluding in each case Seller’s Remainder Property described below:

i. Two tracts of land being an approximately 46,300 square foot parcel to be used for a stormwater pond (“**Pond Tract**”) and an approximately 12,486 square foot parcel to be used for the construction and operation of Buyer’s Future Road (“**Road Tract**”) totaling approximately 1.35 acres as shown on the attached **Exhibit “A”** and as will be described in the attached **Exhibit “B,”** upon completion and approval of the Survey under Section 4.3

(collectively, the “**Land**”) being a portion of a 64.105-acre tract situated in the ADAMS BEATY & MOULTON SURVEY NO. 37, ABSTRACT No. 43 and the Joshua B. Sharpless Survey No. 35, Abstract 2124, designated as Tract 1 in Warranty Deed recorded in Document No 2022103400, Official Public Records of Travis County, Texas. The Road Tract will be subject to the Access Easement for the benefit of Seller’s adjacent property as provided below;

ii. Drainage easements to be conveyed to LTISD, as depicted on the attached **Exhibit “A”** (the “**Drainage Easements**”) pursuant to an easement instrument in substantially the form attached hereto as **Exhibit “D;”**

iii. Temporary construction easements for construction of pond and drainage facilities on the Pond Tract and the construction of Buyer’s Future Road, including other drainage easements (defined below) to be granted to Buyer adjacent to the two Tracts, as depicted on the attached **Exhibit “A”** pursuant to an easement instrument in form and substance attached hereto as **Exhibit “E”** (the “**Temporary Construction Easements**”);

iv. Good and indefeasible fee simple title to the Land, together with all rights, titles, interests, plans, permits, appurtenances, benefits, structures, buildings and intangible property interests, to the extent on or pertaining to the Land and transferrable, indefeasible rights to the Easements, and all reversionary interests in the Land that Seller currently possesses related to the Land, all of which are being conveyed subject to the terms of this Contract and the documents executed and delivered by Seller in connection with the Closing (including the Permitted Exceptions and limited special warranty of title in the Deed);

v. All of Seller’s right, title, and interest, to the extent transferrable, in and to any and all (A) surveys, engineering, soils, seismic, geological, environmental, reports, studies, and certificates, and other technical descriptions related to the Property (the “**Plans**”), if any, (B) warranties, guaranties, indemnities, claims, and causes of action related to the Property (the “**Warranties**”), if any, and (C) licenses, permits, governmental approvals, utility commitments, utility rights, development rights, or other similar rights related to the Property (the “**Licenses**”), if any; and

vi. The area and configuration of the Land, the Drainage Easements and Temporary Construction Easements to be more particularly described by the metes and bounds description of the Survey described in Section 4.3, together with, all and singular, Seller’s right, title and interest in and to the rights and appurtenances pertaining to such real estate, including any right, title and interest of Seller in and to the adjacent streets, alleys, rights-of-way, strips or gores of land, improvements, fixtures, and/or personal property situated thereon and attached thereto, and any interests of Seller in any sewage treatment capacity and/or water capacity specifically allocated or to be allocated to the Land.

Notwithstanding the foregoing or anything to the contrary herein, Buyer acknowledges and agrees that Seller's Remainder Property is not being sold to Buyer under this Contract, and this Contract only concerns the above-described Property and not Seller's Remainder Property.

q. "Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Section 3.1.

r. "Reimers Easement Agreement" means the Access Easement Agreement between Buyer and the Estate of Lenora Reimers recorded in Document No. 2017111946, Official Public Records of Travis County, Texas.

s. "Reimers Easement Amendment" means the First Amendment to the Reimers Easement Agreement in the form attached hereto as **Exhibit "G."**

t. "Seller's Remainder Property" means the land described in the deed recorded in Document No. 2022103400 in the Official Public Records of Travis County, Texas, which includes (i) an approximately 64.105-acre parcel identified as tract 1 therein, (ii) an approximately 15.849-acre parcel identified as tract 2 therein, and (iii) an approximately 19.520-acre parcel identified as tract 3 therein, and (iv) an access easement of approximately 10.89 acres identified as tract 4 therein; together with all improvements, permits, privileges, entitlements, easements, strips, gores, and other rights and appurtenances in any way pertaining to the foregoing; SAVE AND EXCEPT for the Property to be conveyed to Buyer hereunder.

u. "Seller's Utility Easement" means a non-exclusive easement for utilities of approximately 0.1660 acres in the location shown on **Exhibit "H"**, which Seller reserves the right to create and reserve in connection with the sale or subdivision of Seller's Remainder Property

v. "Survey" means a current survey or plat of the Land and the Easements prepared by the Surveyor under Section 4.3.

w. "Surveyor" means a licensed surveyor selected by Buyer.

x. "Title Commitment" means the Commitment for the Title Policy issued by the Title Company covering the Property.

y. "Title Company" means Heritage Title, Heritage Title, (512) 505-5012, 200 W. 6th Street, Suite 1600, Austin, Texas 78701, acting by and through its agent, John Bruce, (jbruce@heritage-title.com).

z. "Title Policy" means the Owner's Policy of Title Insurance issued by the Title Company under Section 4.1 and underwritten by the Title Underwriter.

aa. "Title Underwriter" means Stewart Title Guaranty Company.

ARTICLE II

AGREEMENT OF PURCHASE AND SALE

2.1 The Property. Upon the terms and conditions of this Contract, Seller agrees to sell and convey to Buyer the Property, and Buyer hereby agrees to buy and take the Property and the appurtenances from Seller. The Property does not include any of Seller's tangible personal property located on the Property.

ARTICLE III

PURCHASE PRICE

3.1 The Purchase Price. The total amount to be paid by Buyer to Seller for the Land and all appurtenances thereto will be \$9.50 per square foot of the area of the Land, as determined by the approved title Survey. There is no additional purchase price payable to Seller for granting the Easements.

3.2 Payment of Purchase Price. The Purchase Price shall be payable by Buyer to the Seller at Closing by making a wire transfer of immediately available funds to the account of the Seller.

3.3 Earnest Money. Within three (3) Business Days of the Execution Date, Buyer will deposit the sum of TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) with the Title Company, as Earnest Money to be held by the Title Company in escrow in an interest-bearing account. If the purchase and sale of the Property is consummated in accordance with the terms and provisions of this Contract, the entire Earnest Money shall be applied by the Title Company as partial payment of the Purchase Price due at the Closing. In all other events, the Earnest Money shall be disposed of by the Title Company as provided herein. Notwithstanding anything to the contrary herein, TWO THOUSAND AND NO/100 DOLLARS (\$2,000) of the Earnest Money shall be non-refundable independent consideration for this Contract and Buyer's termination rights hereunder (the "**Independent Consideration**") and shall be released to Seller within three (3) Business Days after receipt by the Title Company and shall be deemed excluded from all references to the "Earnest Money" being refunded by Buyer herein. To avoid any doubt, the Independent Consideration shall be credited to payment of the Purchase Price at Closing.

ARTICLE IV

TITLE, SURVEY, INSPECTION PERIOD

4.1 Title Commitment. Within ten (10) Business Days following the Effective Date of the Contract, Seller shall use best efforts to cause the Title Company to deliver the Title Commitment to Buyer, together with correct and legible copies (to the extent available) of all

instruments referred to in the Title Commitment as conditions or exceptions to title to the Property, including liens, easements and recorded plats. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations and all other encumbrances affecting the Property which would appear in the Title Policy, if issued. The Title Commitment shall contain the express commitment of the Title Underwriter to issue the Title Policy to Buyer in the amount of the Purchase Price, insuring such title to the Property as is specified in the Title Commitment with certain standard printed exceptions endorsed or deleted in accordance with Section 4.2 hereof, but subject to Permitted Exceptions.

4.2 Title Policy. At the Closing or shortly thereafter, Seller, at Seller's expense, will cause the Title Policy to be issued. The Title Policy shall be issued by the Title Company in the amount of the Purchase Price and shall insure good and indefeasible fee simple title to the Land in Buyer and indefeasible rights to the Easements in Buyer. The Title Policy may be subject to the Permitted Exceptions but shall contain no additional exceptions other than the standard preprinted exceptions contained in a Texas Standard Form of Owners Policy of Title Insurance amended as follows, to the extent such modifications are permitted by the Title Company and/or Texas Department of Insurance:

- a. The standard preprinted exception for restrictive covenants shall be revised to read "None of Record," except for Permitted Exceptions;
- b. the standard preprinted exception for standby fees and taxes shall read "Standby fees, taxes and assessments by any taxing authority for the year of closing and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership"; and
- c. there shall be no exception as to easements, or claims of easements, not shown by the public records or shown on the Survey, nor any exception as to parties in possession, except as applicable for the Seller's Utility Easement.

4.3 Survey.

- a. Within thirty (30) days of the Effective Date, Buyer shall, at Buyer's expense, cause the Surveyor to prepare a Survey to be delivered to Buyer, Seller, and the Title Company. The Survey shall be certified to the Seller, Buyer, and the Title Company.
- b. It is understood and agreed that the exact size, location and legal description of the Land and the Easements are to be provided by the Survey and, upon completion and approval of the Survey, the metes and bounds description contained thereon of the Land shall be incorporated herein by reference as the legal description of the Land for all purposes (and

added as **Exhibit “B”**), including delivery of the deed from Seller to Buyer conveying title to the Land.

4.4 Review of Survey and Title Commitment by Buyer. Buyer will have a ten (10) Business Day period from the date that Buyer has received the Title Commitment, the instruments referred to in the Title Commitment, and the Survey to review both the Survey and Title Commitment (and legible copies of the documents referred to therein as conditions, exceptions or reservations to title to the Property) and deliver in writing to Seller such objections as Buyer may have to anything contained or set forth in the Survey or in the Title Commitment (collectively, the “**Title Objections**”). Any such items to which Buyer does not object within such period shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary herein, Seller’s Utility Easement (even if not yet recorded when the Title Commitment is issued and Survey is completed), shall be a Permitted Exception.

4.5 Seller’s Opportunity to Cure Buyer’s Objections to Title or Survey. If Buyer delivers written notice of any Title Objections to Seller in accordance with Section 4.4 hereof, then Seller shall have ten (10) Business Days in which Seller may, at Seller’s option, but having no obligation to, undertake to eliminate or satisfy the Title Objections to the satisfaction of Buyer. Notwithstanding anything herein to the contrary, Seller shall be obligated to remove or clear all items listed on Schedule C of the Title Commitment that are applicable to Seller, including, pay and discharge any encumbrances or obligations arising from delinquent taxes, mortgages, deeds of trust, security agreements, mechanics’ liens or other similar liens or charges which were created, consented to, or expressly assumed by Seller, including without limitation any loans, bonds or obligations to municipal or other governmental bodies (collectively, “**Monetary Title Encumbrances**”). If Seller is unable or unwilling to so correct the Survey or cure said Title Objections, Seller shall deliver to Buyer written notice thereof (“**Title Notice**”). In the event that Seller fails to deliver a Title Notice within ten (10) Business Days after receipt of the Title Objections, Seller shall be deemed to be unwilling to cure said exceptions. Buyer may either (a) waive its Title Objections and accept title to the Property subject to the exceptions and the Survey as delivered or (b) terminate this Contract. Buyer shall have until five (5) Business Days after receipt (or deemed receipt) of Seller’s Title Notice in which to make such election. Failure of Buyer to make an election within such five (5) Business Day period shall be deemed an election by Buyer under option (a) above. Should Buyer elect, or be deemed to have elected, option (a) above, this Contract shall remain in full force and effect and, provided the purchase and sale of the Property closes as provided herein, Buyer shall take the Property subject to any uncured Title Objections which shall then be deemed additional Permitted Exceptions; provided, however, no Schedule C item or Monetary Title Encumbrances shall be Permitted Exceptions. In the event this Contract is terminated pursuant to this Section 4.5, the Title Company shall immediately

deliver to Buyer the Earnest Money, except for the Independent Consideration, and neither party hereto shall have any further obligation or liability under this Contract to the other party, except for those obligations that specifically or by their nature survive termination of this Contract.

4.6 Inspection Period.

a. Seller shall afford Buyer and its employees, consultants, contractors and representatives the right to enter onto the Property to test, inspect, and examine, at reasonable hours, the Property, and all documents, information or data pertaining to the Property reasonably requested by Buyer, as described in Section 7.1(a). As to the Property, such right of entry is a continuing right from the Effective Date to the earlier of the Closing Date or termination of this Contract. Prior to entry upon the Property to conduct any invasive testing (i.e., bore holes for soil testing or environmental sampling, water wells), Buyer or buyer's contractor or consultant shall provide Seller at least two (2) Business Days advance notice by telephone, fax or email and the third party contractor or consultant conducting the invasive testing must provide to Seller evidence of adequate insurance underwritten by an insurer reasonably acceptable to Seller, naming Seller as an additional insured party, and otherwise reasonably acceptable to Seller. In conducting any inspections, investigations, or tests of the Property, Buyer and its employees, consultants, contractors and representatives shall: (a) not disturb or interfere with Seller's use of the Property; (b) not interfere with the operation and maintenance of the Property; (c) not damage any part of the Property or any personal property owned or held by Seller; (d) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors, and employees, or any other person; (e) comply with all applicable laws; (f) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (g) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (h) repair any damage to the Property resulting directly or indirectly from any such inspection or tests. Buyer shall use commercially reasonable efforts to restore the Property to its original pre-inspection condition.

TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AND ITS MANAGERS, MEMBERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ("SELLER PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIMS, LIENS, REMEDIES, DEFENSES, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITIES, COSTS OR EXPENSES, OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN ANY WAY RELATED TO BUYER'S ACTIVITIES ON THE LAND PRIOR TO CLOSING OR TERMINATION OF THIS CONTRACT.

The foregoing indemnification obligations of Buyer shall survive the termination or Closing of this Contract for four years.

b. If for any reason Buyer, in its sole and absolute discretion, is not satisfied with the physical condition of the Property, or for any other reason or for no reason, Buyer may terminate this Contract by delivering written notice to Seller on or before the end of the Inspection Period. In the event that Buyer delivers written notice to Seller within the Inspection Period that Buyer desires to terminate this Contract for any reason, the Title Company shall immediately deliver to Buyer the Earnest Money, except for Independent Consideration, this Contract shall terminate, and neither party hereto shall have any further obligation or liability under this Contract to the other party, except those obligations that specifically or by their nature survive termination of this Contract. If Buyer does not deliver a notice of termination to Seller on or before the expiration of the Inspection Period, Buyer will be deemed to have elected to not terminate the Contract and the Earnest Money shall become non-refundable to Buyer unless Seller defaults under this Contract.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date through the Closing, Buyer has the full right, power and authority to enter into this Contract and to carry out its obligations hereunder (including execution and delivery of all documents in connection with the Closing) and that all required action by the Board of Trustees necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been taken. Buyer shall give Seller immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Buyer of any of its representations or warranties set forth in this Article V.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller represents, warrants, covenants and agrees with Buyer that, except as specifically stated as otherwise herein, as of the Execution Date and as of the Closing Date:

a. Seller has and shall have the full right, power and authority to convey the Property to Buyer as provided in this Contract and to carry out its obligations hereunder and that all required action by the Seller to enter into this Contract and to carry out its obligations hereunder has been, or upon Closing will have been, taken, provided that Seller makes no warranty of title other than the special warranty of title made in the Deed.

b. Seller has received no written notice and has no actual knowledge of condemnation or contemplated condemnation proceedings affecting the Property or any part thereof.

c. Seller has received no written notice of any litigation pending nor, to Seller's current actual knowledge threatened affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property. Seller will at the time of Closing convey good and indefeasible title in fee simple to the Property pursuant to the Deed, and provided that Seller is making no warranty of title other than the special warranty of title in the Deed.

d. No person, firm or entity, except as set forth in this Contract, has any rights to acquire the Property, or any part thereof, except as provided in the deed of trust of record (which Seller agrees is a Monetary Title Encumbrance that will be released as to all of the Land at Closing to avoid doubt).

e. Seller has not received any written notice and has no actual knowledge of any claims for unpaid bills for work performed on or materials delivered to the Property which though not then the subject of, might provide the basis of a mechanic's and materialmen's or other lien on the Property.

f. To Seller's actual knowledge, without investigation or inquiry, no portion of the Property contains any substance which may be classified as a hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant (together, "**Hazardous Substances**") under applicable federal, state or local law, ordinance, rule or regulation ("**Hazardous Substances Applicable Laws**") or which may require any cleanup, remediation or other corrective action pursuant to such Hazardous Substances Applicable Laws. Seller has not used any portion of the Property, nor permitted any person or entity to use the Property for the purpose of storage, generation, manufacture, disposal, transportation or treatment of any such Hazardous Substances in violation of Hazardous Substances Applicable Laws.

g. Seller has not received any written notice of any environmental, civil (including actions by private parties), criminal, administrative or other proceedings pending against the Property, nor of any judgments or orders entered against Seller or the Property, relating to the use, generation, manufacture, storage or disposal of any Hazardous Material on, in or under the Property, nor of any failure to comply with any applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Material located on the Property.

h. This Contract and the sale of the Property will not cause to be imposed on the Buyer any liability to withhold any amount pursuant to § 1445 of the Internal Revenue Code (and the implementing regulations).

i. To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property and performance of this Contract will not result in any breach of, or constitute any default under, or result in any imposition of any lien or encumbrance upon the Property or any agreement or other instrument to which Seller is a party, or by which Seller, or the Property might be bound.

All references in this Contract to Seller's "knowledge" and similar phrases (e.g., to Seller's actual knowledge, to the best of Seller's knowledge, to Seller's understanding) mean the actual (not constructive) knowledge of Jim Young, in his capacity as the manager of Seller's manager and without recourse to him individually, and without investigation or inquiry.

6.2 Condition of Property; AS IS. **BUYER UNDERSTANDS AND AGREES THAT SELLER IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, "WITH ANY AND ALL FAULTS." OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED IN THE DEED, SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING BUT NOT LIMITED TO AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY CLOSING THE PURCHASE AND SALE, BUYER WARRANTS THAT BUYER HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER OTHER THAN THE WARRANTY OF TITLE PROVIDED IN THE DEED, IN PURCHASING THE PROPERTY FROM SELLER, AND ACCEPTS ANY LIABILITIES OR COSTS**

ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

ARTICLE VII

EXPRESS COVENANTS OF SELLER

7.1 Between the Effective Date and the Closing, Seller expressly covenants and agrees that, except as to rights of parties under the Easements to be granted at or before Closing and the Seller's Utility Easements (if applicable):

a. Within ten (10) days following the Effective Date, Seller shall deliver to Buyer copies of: all engineering, environmental or wetlands studies or reports relating to the Property; all site plans or other surveys of the Property; all letters or other documentation relating to the sewage capacity, utility capacity, or water capacity and/or allocation affecting or concerning the Property; and all other agreements, licenses, permits, variances, warranties or guaranties relating to the Property, in each case to the extent such items exist and are in Seller's possession.

b. Seller shall give to Buyer prompt written notice of the institution of or receipt of written notice of any litigation or threatened litigation affecting Seller or the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property.

c. Seller shall give Buyer prompt notice upon the occurrence of any event, or receipt of any written notice, which reasonably would rise to a breach by Seller of any of its representations or warranties set forth in Article VI above.

d. Seller shall not impose, nor permit to be imposed upon the Property, any new or additional encumbrances to title and shall discharge, or cause to be discharged, any claims of lien or liens imposed upon the Property prior to Closing, except for those arising by, through, or under Buyer.

e. Seller shall vacate the Land and terminate all existing tenancies, leases or rights to occupy any portion of the Land and cause all tenants, lessees or parties in occupancy of the Land to vacate the Land and to remove any and all personal property located thereon, prior to the Closing Date.

f. Seller shall promptly notify Buyer of any material change from the date hereof with respect of the Property or any information or documents provided to Buyer by Seller.

g. Seller shall not enter into any agreement or take any action that would bind or encumber the Property after Closing without Buyer's written consent, except for recording of Seller's Utility Easement.

h. Seller shall not construct or commence construction of any new improvements on the Property without Buyer's written consent.

i. Seller shall not plat, replat, subdivide, or rezone the Property, or amend any development or utility rights applicable to the Property without Buyer's written consent. To avoid doubt, Seller also shall have no obligation to plat, replat, or rezone, or apply for any zoning variances or other entitlements with respect to any of the Property or Seller's Remainder Property.

j. Seller shall remove all of Seller's tangible personal property from the Property prior to Closing.

ARTICLE VIII

CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

8.1 Buyer shall not be obligated to Close unless:

a. Closing Documents. (i) Seller shall have properly executed and provided to Buyer at Closing, each of the documents required pursuant to Section 10.2(a) hereof, in form and content reasonably satisfactory to Buyer, Seller, and Title Company; and (ii) Seller's lender(s) shall have properly executed consents and subordinations to the Easements to be granted to Buyer.

b. Seller's Warranties, Representations and Covenants. Each of Seller's warranties and representations set forth in Article VI hereof are true and correct as of the Execution Date and remain true as of the Closing Date. Furthermore, as of Closing, Seller shall have performed all its covenants as set forth in Article VII hereof.

c. Title Policy. The Title Company shall have confirmed that it is irrevocably and unconditionally committed to issue the Owner's Title Policy in the form required by Buyer, with no exceptions other than the Permitted Encumbrances and those exceptions required to be included per the Texas Department of Insurance to the extent not removed or modified by endorsements purchased by Buyer at its option and expense (e.g., at Buyer's option and expense, the printed exception for "discrepancies, conflicts or shortages in area or boundary lines, or encroachments, or any overlapping of improvements" will be deleted from Schedule B thereto except for "shortages in area"), and there shall have been no change in the matters reflected on the Survey, which are not Permitted Exceptions pursuant to this Agreement.

d. No Condemnation. On the Closing Date, no portion of the Land shall have been condemned or sold under threat of condemnation or is subject to any proceedings for condemnation.

If any of the foregoing conditions, except for Section 8.1(a), are not satisfied by and on the Closing Date, Buyer shall have the option, as its sole right and remedy, of either (i) terminating this Contract prior to Closing and receiving a prompt refund of the Earnest Money, or (ii) waiving the same and proceeding to Close in accordance with this Contract.

ARTICLE IX

CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

9.1 Seller shall not be obligated to Close under this Contract unless:

a. Buyer's Representations and Warranties; No Breach. Each of Buyer's warranties and representations set forth in Article V hereof shall be true and correct as of the Execution Date and/or the Closing Date. Furthermore, as of Closing, Seller shall have performed all its other obligations under and shall not be in breach of this Contract.

b. Closing Documents; Purchase Price. Buyer shall have provided to the Title Company at Closing, each of the documents required pursuant to Section 10.2(b) hereof, in form and content reasonably satisfactory to Buyer and Seller and deposited with the Title Company the Purchase Price in full in immediately available and unencumbered funds.

ARTICLE X

CLOSING

10.1 Date and Place of Closing. The Closing hereunder shall take place in the offices of the Title Company, or at such other place as Seller and Buyer may mutually agree. The Closing shall take place no later than thirty (30) days following the expiration of the Inspection Period, unless otherwise agreed upon in writing the parties.

10.2 Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver to Buyer or its assignees, at Seller's cost and expense, the following items:

i. a special warranty deed, in the form attached hereto as **Exhibit "C,"** duly executed and acknowledged by Seller, conveying good and indefeasible fee simple title to the Land to Buyer, subject only to the Permitted Exceptions;

ii. Drainage Easement instruments in substantially the form attached hereto as **Exhibit “D,”** duly executed and acknowledged by Seller with a consent and subordination of lien duly executed and acknowledge by Seller’s lender;

iii. a Temporary Construction Easement instrument in substantially the form attached hereto as **Exhibit “E,”** duly executed and acknowledged by Seller with a consent and subordination of lien duly executed and acknowledge by Seller’s lender;

iv. the Reimers Easement Amendment in substantially the form attached hereto as **Exhibit “G,”** duly executed and acknowledged by Seller;

v. the Driveway Access Easement instrument in substantially the form attached hereto as **Exhibit “F,”** duly executed and acknowledged by Seller;

vi. an affidavit executed by Seller satisfactory to evidence that Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under Section 1445 of the Internal Revenue Code (and the implementing regulations), which affidavit shall state that Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and income tax regulations), Seller’s tax identification number, and Seller’s office address plus such other statements as Buyer or the Title Company may reasonably request;

vii. an affidavit of possession in the form provided by or approved by the Title Company executed and sworn to and reasonably acceptable to Seller;

viii. releases for any Monetary Title Encumbrances arising by, through or under Seller encumbering the Property;

ix. an assignment of warranties and guaranties, indemnities, licenses, permits, approvals, consents, authorizations, variances, and waivers relating to the Property executed by Seller; and

x. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

b. **Buyer.** At the Closing, Buyer shall deliver to the Title Company each of the following items:

i. the total Purchase Price, less the Earnest Money Deposit; and

- ii. the Reimers Easement Amendment in substantially the form attached hereto as **Exhibit “G,”** duly executed and acknowledged by Buyer;
- iii. the Driveway Access Easement instrument in substantially the form attached hereto as **Exhibit “F,”** duly executed and acknowledged by Buyer;
- iv. a Drainage Easement instrument, in substantially the form attached hereto as **Exhibit “D,”** duly executed and acknowledged by Buyer;
- v. a Temporary Construction Easement instrument in substantially the form attached hereto as **Exhibit “E,”** duly executed and acknowledged by Buyer; and
- vi. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer’s counsel and Seller or Seller’s counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

10.3 Ad Valorem Tax Settlement. Real estate and property taxes payable with respect to the Property shall be prorated as of 11:59 p.m., of the Closing Date. Seller shall remain liable for and pay all real estate and property tax obligations of Seller in connection with the Property which are incurred, accrue or arise on or prior to the Closing Date (prorated as provided herein), and Seller shall indemnify and hold Buyer harmless from and against any and all claims, loss, demands, liabilities, costs, expenses (including attorneys’ fees, interest and penalties) arising out of, by reason of, or in connection with, Seller’s failure to pay its prorated share of the real estate taxes and property taxes for the year of closing. Such proration shall be based upon the latest ad valorem property tax bills available. Seller acknowledges that Buyer is an independent school district created under the laws of the State of Texas and is prohibited by law from paying taxes, interest on taxes and penalties for late payment of taxes. Buyer shall be liable for all obligations of Buyer in connection with the Property which are incurred, accrue or arise after the Closing Date, and Buyer shall, to the extent allowed by Texas Law, indemnify and hold Seller harmless from and against any and all claims, loss, demands, liabilities, costs, expenses (including attorneys' fees) arising out of, by reason of, or in connection with the ownership, operation, management, or maintenance of the Property by Buyer after the Closing Date. If Buyer receives a tax bill for the Property for the calendar year of the Closing, Buyer will forward the tax bill to the Seller who will be solely responsible for challenging the amount of taxes owed and for paying the tax bill, to the extent of Seller’s obligation to pay prorated taxes as provided above. Seller may make other arrangements to pay real estate and property taxes owed for the year of closing so long as Seller notifies Buyer of such other arrangements. The provisions of this Section 10.3 shall survive the Closing.

10.4 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing, subject to the Permitted Exceptions.

10.5 Costs of Closing.

- a. Seller agrees to pay:
 - i. all charges for tax certificates;
 - ii. Seller's attorneys' fees;
 - iii. the premium for issuance of the owner Title Policy required under Section 4.2 (excluding the cost of endorsements or coverage in excess of the Purchase Price, which, if any, shall be Buyer's responsibility); and
 - iv. all charges incurred by Seller for the procurement, preparation and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof.
- b. Buyer agrees to pay:
 - i. all inspection fees and premiums for endorsements or deletions on the Title Policy as required by Buyer;
 - ii. all cost of the Survey required in Section 4.3;
 - iii. the cost of any tests or inspections performed on the Property;
 - iv. the cost of the boundary deletion as set forth under Section 4.2;
 - v. fee for recording the deed charged by the Title Company;
 - vi. any escrow fees; and
 - vii. Buyer's attorneys' fees.

All other costs, fees, penalties and other expenses incurred at the Closing, if any, shall be paid by Seller and/or Buyer as agreed by Seller and Buyer.

ARTICLE XI DEFAULTS AND REMEDIES

11.1 Seller's Defaults; Buyer's Remedies.

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if after ten (10) Business Days' (or by the Closing if earlier) written notice and opportunity to cure (i) Seller shall fail to consummate the sale in accordance with the requirements of this Contract; (ii) any express warranty or representation made by Seller in this Contract shall become untrue in any material respect when made or deemed to be made; or (iii) Seller shall fail to meet, comply with or perform, in any material respect, any covenant, agreement or obligation required of Seller as provided in this Contract.

b. Buyer's Remedies. In the event Seller shall be deemed to be in default hereunder, Buyer shall have the right, as its exclusive remedy, to elect to either (x) terminate this Contract by notifying Seller thereof, whereupon the Escrow Agent shall deliver the Earnest Money to Buyer (except for the Independent Consideration for this Contract), and neither party hereto shall have any further rights or obligations hereunder except for those obligations that are specifically identified as surviving or by their nature survive termination of this Contract; or (y) enforce specific performance of Seller's obligation to Close; provided, Buyer must file for specific performance with the appropriate court within sixty (60) days of default or the remedy of specific performance is waived. The remedies set forth in this Section 11.1(b) are Buyer's sole and exclusive remedies for a default by Seller hereunder. No failure on the part of Buyer to exercise any right under this section shall operate as a waiver thereof (except as specifically provided herein); nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Nothing contained in this Section 11.1(b) limits Seller's liability for a breach by Seller of any representations, covenants, indemnities, or obligations that survive the Closing, and Buyer will have the right to pursue any remedies available at law or in equity against Seller for a breach of such representations, covenants, indemnities, and obligations, subject to the other terms of this Contract and provided further that, notwithstanding anything to the contrary herein and to the extent permitted by law, Seller shall have no liability for any consequential, incidental, special, lost profits, or exemplary damages.

11.2 Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if after ten (10) Business Days' (or by the Closing if earlier) written notice and opportunity to cure (i) Buyer shall fail to consummate the sale in accordance with the requirements of this Contract, or (ii) any express warranty or representation made by Buyer in this Contract shall become untrue in any material respect when made or deemed to be made; or (iii) Buyer shall fail to meet, comply with or perform, in any material respect, any covenant, agreement or obligation required of Buyer as provided in this Contract, including to execute the documents required by Section 10.2(b).

b. Seller's Remedy. In the event Buyer shall be deemed to be in default pursuant to Section 11.2(a) and Seller has sent written notices of Buyer's default to Buyer and the Title Company, Seller, as Seller's sole and exclusive remedy for Buyer's failure to Close in accordance with this Agreement, may terminate this Contract and the Title Company shall deliver the Earnest Money to Seller (on receipt of written notice from Seller that Buyer has defaulted and Seller is terminating this Contract). Seller's right to enforce the remedy in the preceding sentence

is strictly conditioned upon Seller having performed all covenants and obligations to be performed by Seller prior to Closing and Seller has fully tendered performance of this Contract (subject to notice and opportunity to cure as provided above). Such notice to the Title Company need not be accompanied by any other document or consent of any other party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages due to Buyer's failure to close, considering all the circumstances existing as of the date of this Contract. The foregoing election of remedies applies to Buyer's failure to close in breach of this Contract, and, notwithstanding anything to the contrary herein, does not limit Seller's rights and remedies with respect to any other provisions of this Contract, including, without limitation, Buyer's obligations under the indemnity and inspection provisions of this Agreement above, or under the attorneys' fees provision of this Agreement below.

ARTICLE XII

MISCELLANEOUS

12.1 References. All references to "Article," "Articles," "Section," or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Contract.

12.2 Exhibits. References to "**Exhibits**" contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

12.3 Captions. The captions, headings and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

12.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

12.5 Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested, by courier, or by telephonic facsimile and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by telephonic facsimile. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

If to the Seller: TL 99, LLC
c/o Mr. Jim Young
704 Rolling Green
Austin, TX 78734
Email: jyoung@sabotdevelopment.com

and
c/o Mr. Blake Taylor
14425 Falcon Head Blvd. Bldg. E Ste. 107
Bee Cave, TX 78738
Email: btaylor@TReAustin.com

With Copies to: Fritz Byrne, PLLC
Attn: Philip W. Rodgers
402 West Seventh St.
Austin, TX 78701
Email: prodgers@fritzbyrne.law

If to the Buyer: Ms. Pamela Sanchez
Assistant Superintendent for Business Services
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, Texas 78738
Fax No. 512-533-6016
Email: sanchezp@ltidschools.org

With copies to: Allyson Collins
General Counsel
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, Texas 78738
Fax No. 512-533-6489
Email: collinsa@ltidschools.org

Robert Kleeman
Sneed Vine & Perry, PC
2705 Bee Cave Road, Ste. 160
Austin, Texas 78746
Telephone: 512-494-3135
Fax: (512) 476-1825
Email: rkleeman@sneedvine.com

Either party may change its address for notice by giving three (3) days prior written notice thereof to the other party.

12.6 Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Contract, unless otherwise specified herein. Venue for any legal proceeding relating to this Contract shall be in Travis County, Texas.

12.7 Assignment of Contract. This Contract may not be assigned by Buyer without the prior written consent of Seller. Seller may assign its rights and obligations under this Contract, in whole or part, in connection with the sale of any of Seller's Remainder Property, provided that (i) Seller must provide Buyer at least five (5) Business Days advance written notice of such assignment ("**Notice of Assignment**"); (ii) the assignee agrees to assume and be bound by all terms this Contract; and (iii) Seller must provide Buyer a copy of the proposed Assignment and Assumption Agreement with the delivery of the Notice of Assignment.

12.8 Attorneys' Fees. Should either party hereto institute any action or proceeding in court to enforce or interpret any provision hereof or for damages by reason of any alleged breach of any provision of this Contract or for any other judicial remedy, including specific performance, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with said proceeding.

12.9 Entirety and Amendments; Reliance Disclaimer. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. The parties disclaim reliance on any representations and warranties that are not specially and expressly made in this Contract.

12.10 Invalid Provisions. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Contract; and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Contract, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Notwithstanding anything to the

contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid or unenforceable under present or future laws, then Buyer or Seller may terminate this Contract by written notice delivered to the other party and, thereafter, the parties hereto shall have no further obligations or liabilities hereunder, one to the other.

12.11 Multiple Counterparts. This Contract may be executed in identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

12.12 Parties Bound. This Contract shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

12.13 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the special warranty deed transferring title to the Property to Buyer will be on Seller and thereafter will be on Buyer.

12.14 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

12.15 Expiration of Offer to Sell. The offer to sell extended by the delivery of this Contract signed by Seller to Buyer shall be automatically revoked unless Buyer shall execute this Contract and deliver an executed copy to the Title Company within ten (10) days of Buyer's receipt of the Contract executed by Seller.

12.16 Time. If the final day of any period of any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next Business Day thereafter. References to days under this Contract shall mean calendar days unless otherwise stated.

12.17 Real Estate Brokerage. At Closing, Buyer shall pay Spaeth-Cook Brokerage & Development ("**Buyer's Broker**") a commission pursuant to a separate agreement (the "**Buyer's Broker Commission**") to be delivered to Escrow Agent prior to closing if, and only if, the Closing is consummated. Seller discloses that Jim Young and Blake Taylor, who are the principals of its manager (TL 99 GP, LLC), are licensed brokers, but are not acting as brokers or agents and are

not owed any commission with respect to this transaction. With the exception of the Buyer's Broker, each Party represents to the other that no other brokers have been involved in this transaction. It is agreed that each party to this Contract whose actions or alleged actions or commitments form the basis of any such claim agrees to indemnify and hold harmless the other party to this Contract from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transaction contemplated herein.

12.18 Survival. Except as provided in this Section 12.18, the acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained and expressed. Those covenants and agreements contained herein and explicitly stated to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of Closing but shall expressly survive and be binding upon Seller and Buyer. Any liability of Seller for the material inaccuracy or material breach of the express representations and warranty contained herein shall survive the execution and delivery of the Deed and other closing documents required hereby, shall specifically not be deemed to be merged into or waived by any instrument of Closing, and such liability shall expressly survive and be binding upon Seller but only to the extent Buyer gives Seller notice of a breach or inaccuracy thereof prior to the first anniversary of the Closing Date.

12.19 Seller's Acknowledgement Regarding Legal Representation. Seller acknowledges that it: (a) was urged in advance by Buyer's Broker to secure separate independent legal counsel in connection with signing and the making of this Contract; (b) has carefully read and understands this Contract; and (c) is signing this Contract voluntarily. SELLER ACKNOWLEDGES THAT SNEED, VINE & PERRY, PC, HAS REPRESENTED BUYER ONLY AS TO THE NEGOTIATION OF THIS CONTRACT. SELLER FURTHER ACKNOWLEDGES THAT SNEED, VINE & PERRY, PC, HAS NEITHER REPRESENTED SELLER NOT PROVIDED ANY FORM OF LEGAL ADVICE TO SELLER DURING THE NEGOTIATION AND EXECUTION OF THIS CONTRACT.

12.20 Rule of Construction. Seller acknowledges that he has had the opportunity to retain his own legal counsel to review this Contract. Seller and Buyer acknowledge that each party and its counsel have taken the opportunity to review and revise this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Contract or any amendments or exhibits to this

Contract. The use of the word “including”, when following any general statement, term, or matter, will not be construed to limit such statement, terms or matters set forth immediately following such words or similar matters or items; whether or not non-limiting language (such as “without limitation”, or “but not limited to” or words of a similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, terms, or matter.

12.21 No Partnership or Joint Venture. Buyer and Seller are entering into an arm’s length transaction and not involved in any form of partnership, fiduciary, joint venture or other special relationship, and nothing in this Contract or any related document should be construed to create any such relationship.

12.22 No Third Party Beneficiary. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party will have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

12.22 Condemnation. Buyer and seller agree that the Property is being conveyed to the Buyer under the imminence of condemnation, as that term is used in the United States Internal Revenue Code. The Purchase Price described in Section 3.1 shall not constitute an admission of the fair market value of the Property by either party.

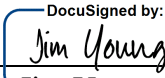
12.23 Exclusive Negotiations. Unless and until this Contract is terminated, Seller agrees not to enter into any binding agreement to sell the Property to any third party. Seller agrees that the provisions of this Section 12.23 shall be fully binding on it and its affiliates, that it has received adequate and sufficient consideration for its agreements set forth in this Section 12.23, and that such consideration, among other things, consists of the expenses incurred by Buyer in evaluating and negotiating for, the Property. To avoid any doubt, Buyer agrees that this provision does not apply to Seller’s Remaining Property.

[Signature pages begin on next page]

SELLER:

TL 99, LLC,
a Texas limited liability company

By: TL 99 GP, LLC
a Texas limited liability company, its Manager

DocuSigned by:

By: _____
Name: Jim Young
Title: Manager
Date: 11/13/2023

BUYER:

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, an independent school district created under the laws of the State of Texas

By: _____
Name: Paul Norton
Title: Superintendent
Date: _____

TITLE COMPANY RECEIPT OF FULLY EXECUTED CONTRACT

The undersigned Title Company acknowledges receipt of a fully executed copy of this on the _____ day of _____, 2023.

HERITAGE TITLE COMPANY OF AUSTIN, INC.

By: _____

Name: _____

Title: _____

TITLE COMPANY RECEIPT OF EARNEST MONEY OF AUSTIN, INC.

The undersigned Title Company acknowledges receipt of Buyer's Earnest Money in the amount of Twenty Thousand (\$20,000.00) on the _____ day of _____, 2023.

HERITAGE TITLE COMPANY

By: _____

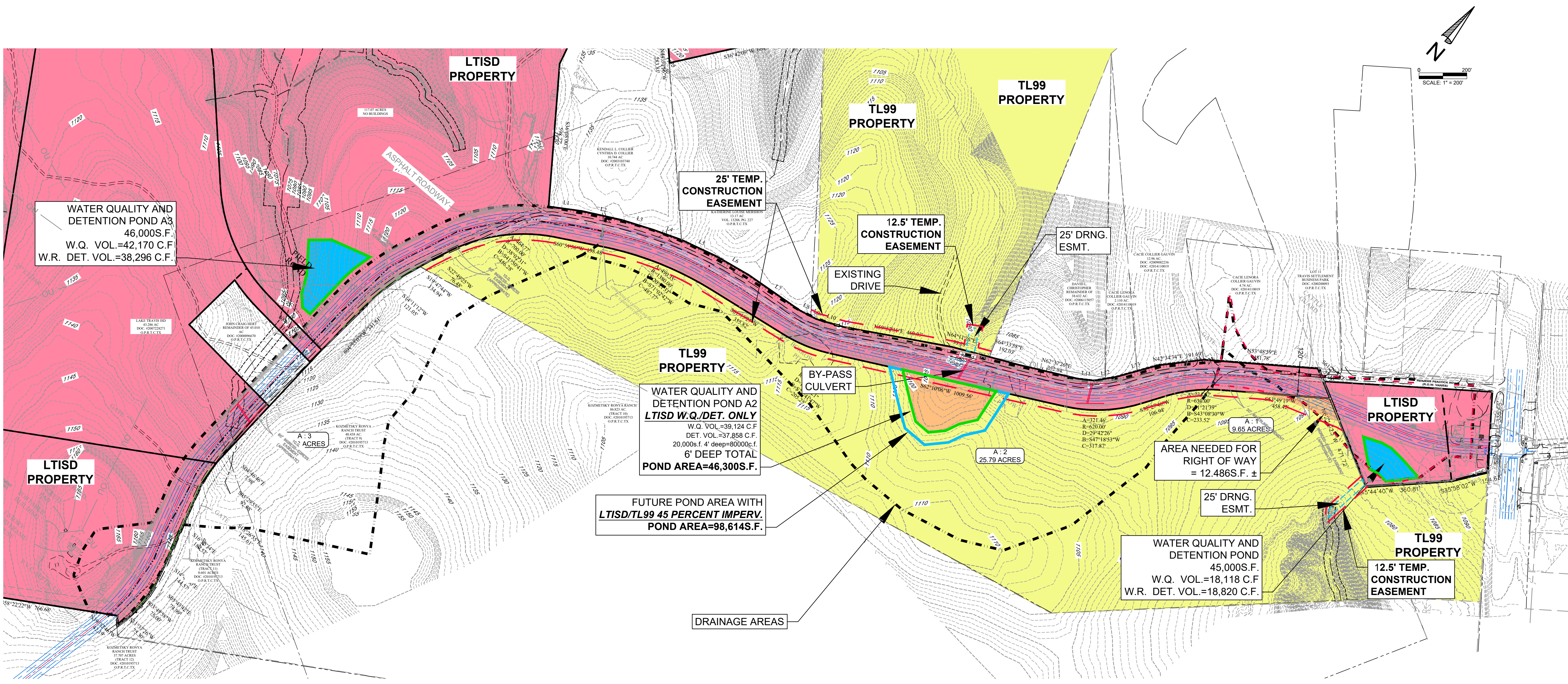
Name: _____

Title: _____

Exhibit “A”

DEPICTION OF LAND AND EASEMENTS

[Attached]



WATER QUALITY AND DETENTION POND A3
46,000S.F.
W.Q. VOL.=42,170 C.F.
W.R. DET. VOL.=38,296 C.F.

WATER QUALITY AND DETENTION POND A2
LTISD W.Q./DET. ONLY
W.Q. VOL.=39,124 C.F.
DET. VOL.=37,858 C.F.
20,000s.f. 4' deep=80000c.f.
6' DEEP TOTAL
POND AREA=46,300S.F.

WATER QUALITY AND DETENTION POND
45,000S.F.
W.Q. VOL.=18,118 C.F.
W.R. DET. VOL.=18,820 C.F.

FUTURE POND AREA WITH
LTISD/TL99 45 PERCENT IMPERV.
POND AREA=98,614S.F.

NOTE:
POND ON TL99 PROPERTY IS SIZED FOR DRAINAGE AREA A2.

LEGEND

- LTISD PROPERTY
- TL99 PROPERTY
- PURCHASE AREA (1.35AC.)
- CONSTRUCTION EASEMENT
- DRAINAGE EASEMENT
- FUTURE POND AREA
- POND AREA
- PROPOSED CURB

EXHIBIT A



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

LAKE TRAVIS ISD
DRAINAGE AREA/POND EXHIBIT
LTISD IMPERVIOUS COVER ONLY

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

F:\LTISD OVERALL PROJECTS\HIGH SCHOOL 2 MASTER FOLDER\PROJECTS\2025\AUS LTISD REIMERS PEACOCK EDDRAWINGS\EXHIBITS\EXHIBIT A\LTISD ONLY - FUTURE 45 PERCENT DWG. 5/24/2023.dwg

EXHIBIT B

DESCRIPTION OF THE LAND

[description to be attached after completion of the Survey per Sec. 4.3]

EXHIBIT C

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed of record in the public records: Your social security number or your driver's license number. Tex. Prop. Code § 11.008.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

That TL 99, LLC, a Texas limited liability company of the County of Travis, State of Texas, whose mailing address is 704 Rolling Green Dr., Lakeway, Travis County, TX 78734, hereinafter referred to as "GRANTOR," whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Lake Travis Independent School District, a political subdivision of the State of Texas, whose mailing address is 3322 Ranch Road 620 South, Lakeway, Travis County, Texas 78738, hereinafter referred to as "GRANTEE," the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Grantee, all of the following real property in Travis County, Texas, to-wit:

Approximately 1.356 acres of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Permitted Exceptions to conveyance and warranty.

This conveyance and the special warranty of title herein is being made by Grantor and accepted by Grantee subject to those matters set forth in Exhibit "B" attached hereto and made a part hereof for all purposes ("Permitted Exceptions"), and the following terms:

GRANTOR CONVEYS THE PROPERTY TO GRANTEE "AS IS, WHERE IS" AND "WITH ANY AND ALL FAULTS." OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN WITH RESPECT TO THE LAND, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS CONVEYANCE, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

[Remainder Left Blank – Signature Page Follows]

[Signature Page to Special Warranty Deed]

EXECUTED this _____ day of _____, 2023.

GRANTOR:

TL 99, LLC,
a Texas limited liability company

By: TL 99 GP, LLC,
A Texas limited liability company, its Manager

By: _____
Jim Young, Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____
2023, by Jim Young, as Manager of TL 99 GP, LLC, a Texas limited liability company, as
Manager of TL 99, LLC, a Texas limited liability company, on behalf of said companies.

Notary Public, State of Texas

Exhibit “A”

[to the deed]

DESCRIPTION OF THE LAND

[description to be attached prior to Closing]

Exhibit “B”
[to the deed]
PERMITTED EXCEPTIONS

[list to be inserted prior to Closing]

EXHIBIT "D"

FORM OF DRAINAGE EASEMENT

DRAINAGE EASEMENT

DATE:

GRANTOR: TL 99, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS (including County):

704 Rolling Green Dr., Lakeway, Travis County, TX 78734

GRANTEE: Lake Travis Independent School District, an independent school district created under the laws of the State of Texas

GRANTEE'S MAILING ADDRESS (including County):

3322 Ranch Road 620 South
Austin, Travis County, Texas 78738

LIENHOLDER: **Lien Holder Name**

LIENHOLDER ADDRESS:

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT TRACTS: Tract 1. ____ acres of land, as more particularly described in the attached Exhibit A-1.

Tract 2. ____ acres of land, as more particularly described in the attached Exhibit A-2.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: The matters listed on Exhibit B hereto to the extent validly existing and affecting the Easement Tracts.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, and subject to the Exceptions to Conveyance and Warranty, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, non-exclusive, perpetual easements for the limited purposes of allowing storm water from adjacent properties and from a roadway to be built by Grantee and related storm water drainage facilities to

be constructed on Grantee's Property to drain onto and across the **EASEMENT TRACTS** and for placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures, facilities, or improvements reasonably necessary and useful for such drainage, conveyance and treatment of storm water run-off, (the "**Facilities**") in, upon, under and across the **EASEMENT TRACTS** more fully described in Exhibit "A-1" and "A-2" attached hereto.

The Drainage Easements are subject to the following covenants and terms:

1. The Grantor reserves for Grantor and Grantor's successors and assigns the right to place, construct, operate, repair, replace and maintain driveways, parking, and landscaping on, over and across the **EASEMENT TRACTS**, and to dedicate and grant public or private easements for such purposes, and to otherwise use and enjoy the Easement Tracts, so long as such use does not unreasonably interfere with or prevent Grantee's use of the **EASEMENT TRACTS** as provided herein; provided that such improvements must be installed in accordance with applicable laws, ordinances, and regulations, and provided further that Grantor shall not be responsible for any damage to such improvements on the **EASEMENT TRACTS** that are caused by Grantee's activities in accordance with this Drainage Easement. Grantor may only construct building, fences, walls, or similar improvements on the **EASEMENT TRACTS** after first obtaining the appropriate development permits from Travis County and any other governmental entity having regulatory authority over drainageways and waterways or the construction of such items and so long such improvements do not unreasonably interfere with or prevent Grantee's use of the **EASEMENT TRACTS** as provided herein.
2. This Drainage Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the **EASEMENT TRACTS** to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
3. Improvement and maintenance of the **Facilities** will be at the sole expense of Grantee. Grantee must maintain the **Facilities** in a neat and clean condition.
4. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any third-party claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from Grantee's construction and maintenance of the Facilities on the **EASEMENT TRACTS**, except to the extent such Claims arise from gross negligence or willful misconduct of Grantor or its successors or assigns, as applicable. If Grantor allows the public to enter and use the **Easement Tracts** for recreational purposes, as defined by Section 75.002(e), Texas Civil Practice And Remedies Code, Grantor shall post signs on the **Easement Tracts** as required by Section 75.002(g), Texas Civil Practice And Remedies Code. The obligations of the Grantee under this provision will survive termination of this agreement or the conveyance of the **Easement Tracts** to continue to protect subsequent

owners of the Easement Tracts.

5. This instrument and the exhibits attached contain the entire agreement of the parties concerning the subject matter hereof, and except as expressly provided herein and therein, there are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any representative of the other party.
6. If any provision in this instrument is held invalid or unenforceable, to the extent the unenforceability or invalidity does not destroy the basis of the bargain among the parties, such provision shall be reformed to be enforceable and valid while still reflecting the original intent of this instrument to the greatest extent possible, and if such reformation is not possible, this instrument will be construed as if the unenforceable or invalid provision had never been a part hereof and the remainder of this instrument shall remain in full force and effect. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This instrument shall not be construed against either party as the drafting party.

The covenants and terms of this Drainage Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, and except as to the Exceptions to Conveyance and Warranty.

Grantee's Property referred to above is an approximately 8-acre tract of land, as more particularly described in the attached Exhibit "B". If Grantee dedicates and conveys the private roadway on Grantee's property to Travis County, Grantee may assign and convey the Easements to Travis County by recording an Assignment of Easement in the Official Public Records of Travis County, Texas.

When the context requires, singular nouns and pronouns include the plural.

[Remainder Left Blank – Signature Pages Follow]

[Signature Page to Drainage Easement]

GRANTOR:

TL 99, LLC,
a Texas limited liability company

By: TL 99 GP, LLC,
A Texas limited liability company, its Manager

By: _____
Jim Young, Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____ 2023,
by Jim Young, as Manager of TL 99 GP, LLC, a Texas limited liability company, as Manager of
TL 99, LLC, a Texas limited liability company, on behalf of said companies.

Notary Public, State of Texas

GRANTEE:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: John Aouelle

Title: President, Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2023, by John Aouelle, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

Notary Public, State of Texas

EXHIBIT A-1
TO DRAINAGE EASEMENT

[Easement Tract 1]

[description to be inserted prior to Closing]

EXHIBIT A-2
TO DRAINAGE EASEMENT

[Easement Tract 2]

[description to be inserted prior to Closing]

EXHIBIT B
TO DRAINAGE EASEMENT

[Grantee's Property]

[description to be inserted prior to Closing]

EXHIBIT C

TO DRAINAGE EASEMENT

[Exceptions to Conveyance and Warranty]

[list to be inserted prior to Closing]

EXHIBIT “E”

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS TEMPORARY CONSTRUCTION EASEMENT (the “Agreement”), is made this _____ day of _____, 2023 (“Effective Date”) by and between TL 99, LLC, a Texas limited liability company (“Grantor”), whose mailing address is 704 Rolling Green Dr., Lakeway, Travis County, TX 78734, and the LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, an independent school district created under the laws of the State of Texas (“Grantee”).

Grantor in consideration of the sum of \$10.00, in hand paid by the Grantee, the receipt of which is acknowledged, and subject to the Exceptions to Conveyance and Warranty, has this day **GRANTED** and **CONVEYED**, and by these presents does **GRANT** and **CONVEY**, unto the Grantee, its duly authorized agents, contractors, successors and assigns, a non- exclusive temporary construction easement upon and across the following described real estate, subject to the terms, conditions and provisions in this Agreement and the matters listed on **EXHIBIT “C”** hereto to the extent validly existing and affecting the Easement Tracts (the “Exceptions to Conveyance and Warranty”):

The temporary construction easement areas are described and illustrated in the attached **EXHIBIT “A,”** and made a part hereof for all purposes (“Easement Tracts”).

It is further understood and agreed that:

1. Grantor for the above consideration does hereby grant to Grantee a temporary construction easement for the limited purposes of installing and constructing a roadway on and related structures, facilities, or improvements reasonably necessary and useful for drainage, conveyance, detention, and treatment of storm water run-off drainage facilities (“Project”) on Grantee’s Property, described in the attached **Exhibit B** (“Grantee’s Property”) and further grants to Grantee the right of (i) ingress and egress in, over, and on the Easement Tracts; (ii) eliminating any trees, shrubbery, vegetation or other obstructions to the extent on or over the Easement Tracts that interfere with Grantee’s use of the Easement Tracts as provided herein; and (iii) occupation and storage of materials on the Easement Tracts.

2. Grantor reserves for Grantor and Grantor's successors and assigns the right to enter upon and use any portion of the Easement Tracts as long as it does not materially interfere with the rights granted to Grantee under this Agreement.

3. Grantee shall use best efforts to minimize interference with or damage to the Easement Tracts and shall comply with all applicable laws, including those regarding establishing permanent erosion controls on disturbed areas. Grantee must maintain the Easement Tracts in a neat and clean condition. Grantee shall restore the Easement Tracts to substantially the same condition and functionality as existed prior to Grantee's work within the Easement Tracts. If the Easement Tracts are not restored to the reasonable satisfaction of Grantor by the Expiration Date, Grantee's obligation to restore the Easement Tracts shall survive the expiration of this Agreement. Upon the expiration of this Agreement, Grantee may not enter or re-enter the Easement Tracts until Grantor and Grantee have executed an amendment to this Agreement, except as necessary for Grantee to restore the Easement Tracts. At Grantee's sole expense, Grantee shall remove all materials and other items stored or left on the Easement Tracts, upon the earlier of the conclusion of the Project or prior to the Expiration Date below.

4. The term of the Easements granted by this Agreement shall begin on the date stated in a written notice to Grantor that Grantee intends to begin construction of the Project (the "Commencement Date"), but in no event shall the Commencement Date be later than four (4) years from the Effective Date of this Agreement. The term of the Easements granted by this Agreement shall expire upon Travis County approving and/or accepting ownership of the Project but no later than four (4) years following the Commencement Date ("Expiration Date"). This Agreement automatically terminates on the Expiration Date and becomes null and void, and no written release by Grantee is required or necessary. Upon expiration of this Agreement, Grantor and Grantee shall have no further obligations hereunder, except for those obligations expressly provided herein to survive or that by their nature survive termination.

5. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising from use of or activities on the Easement Tracts, except to the extent such Claims arise from gross negligence or willful misconduct of Grantor or its successors or assigns, as applicable. The obligations of the Grantee under this provision will survive termination of this Agreement or Grantor's conveyance of the Easement Tracts to continue to protect Grantor and to protect Grantor's successors and assigns.

6. This Agreement and its exhibits, contain the entire agreement of the parties concerning the subject matter hereof, and except as expressly provided herein and therein, there are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any representative of the other party.

7. If any provision in this instrument is held invalid or unenforceable, to the extent the unenforceability or invalidity does not destroy the basis of the bargain among the parties, such provision shall be reformed to be enforceable and valid while still reflecting the original intent of this instrument to the greatest extent possible, and if such reformation is not possible, this instrument will be construed as if the unenforceable or invalid provision had never been a part hereof and the remainder of this instrument shall remain in full force and effect. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This instrument shall not be construed against either party as the drafting party.

GRANTOR does hereby bind itself, its respective heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Easement Tracts unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, and except as to the Exceptions to Conveyance and Warranty.

[Remainder Left Blank – Signatures Follow]

[Signature Page to Temporary Construction Easement]

EXECUTED on _____, 2023.

GRANTOR:

TL 99, LLC,
a Texas limited liability company

By: TL 99 GP, LLC,
A Texas limited liability company, its Manager

By: _____
Jim Young, Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____ 2023,
by Jim Young, as Manager of TL 99 GP, LLC, a Texas limited liability company, as Manager of
TL 99, LLC, a Texas limited liability company, on behalf of said companies.

Notary Public, State of Texas

[Signature Page to Temporary Construction Easement]

GRANTEE:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: John Aouelle

Title: President, Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2023, by John Aouelle, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

Notary Public, State of Texas

EXHIBIT A

TO TEMPORARY CONSTRUCTION EASEMENT

[Attach field notes and survey plat describing the Easement Tracts to be attached prior to Closing]

EXHIBIT B
TO TEMPORARY CONSTRUCTION EASEMENT

[Grantee's Property]

[description to be inserted prior to Closing]

EXHIBIT C
TO TEMPORARY CONSTRUCTION EASEMENT

[Exceptions to Conveyance and Warranty]

[list to be inserted prior to Closing]

E. At the time Grantor acquired the Road Tract, Grantor intended the Road to intersect SH 71W at the intersection of the public road segment of Reimers Peacock Road with SH 71W.

F. Subsequently, TxDOT installed a traffic signal at the intersection of Bob Wire Road and SH 71W.

G. In response to the location of the TxDOT installed traffic light Grantor acquired the Holt Tract for purpose of aligning the Road to intersect SH 71W at an existing traffic signal.

H. Grantor is the owner of an approximately 5.517 acre tract of land described in the Deed recorded in Document No. 2022191103, Official Public Records of Travis County, Texas (“**Holt Tract**”).

I. Grantee became the owner of an approximately 64.105-acre tract of land described as Tract 1 in the Deed recorded in Document No. 2022103400, Official Public Records of Travis County, Texas (“**Tract 1**”). The remaining approximately 62.755-acre portion of Tract 1, after conveyance contemporaneously herewith of the approximately 1.35-acre Road and Drainage Parcel to Grantor as described below, is referred to herein as “**Dominant Estate**”. The Dominant Estate is described on **Exhibit “C”** hereto.

J. The Dominant Estate has an appurtenant access easement on the Road Tract pursuant to the Access Easement Agreement recorded in Document No. 2017111946, Official Public Records of Travis County, Texas (“**Reimers Easement Agreement**”).

K. Of even date hereof, Grantee conveyed to Grantor approximately 1.35 acres of land out of Tract 1, which 1.35-acre tract is described on **Exhibit “D”** hereto (the “**Road and Drainage Parcel**”), so that Grantor can realign and construct the Road from the Road Tract to and through the Holt Tract to align the intersection of the Road at the traffic signal at Bob Wire Road and SH 71W.

L. Of even date hereof, Grantor and Grantee entered into the First Amendment to the Reimers Easement Agreement which added segments of the proposed Road route that are outside of the Road Tract, including the Road and Drainage Parcel and a portion of the Holt Tract (“**First Amendment to Reimers Easement Agreement**”).

M. A portion of the Dominant Estate is adjacent to the Holt Tract.

N. Grantor has agreed to grant an access easement to Grantee as hereinafter provided over, upon and across a portion of the Holt Tract, as defined below, for the benefit of the Dominant Estate, the Grantee and its successors and assigns as hereinafter provided.

EASEMENT AGREEMENT

NOW THEREFORE, for and in consideration of the above stated recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged and confessed by the Parties, the Parties agree as follows:

1. Definitions. After Grantee's conveyance of any portion of the Dominant Estate to a third party the terms "**Owner**" or "**Owners**" as used herein refer to all persons or entities which hold fee simple title to all or any portion of the Dominant Estate.

2. Grant of Access Easement. Subject to all matters currently of record and the terms and conditions of this Agreement, Grantor hereby GRANTS and CONVEYS, for the limited purposes and uses set forth herein, an access easement (the "**Access Easement**") over and across the portion of the Holt Tract bounded by the Road, SH 71 W, the water quality pond/detention pond and the abutting portion of the Dominant Estate, as depicted in the attached **Exhibit "A"** and more particularly described by metes and bounds in the attached **Exhibit "B"** ("**Easement Tract**") and to the benefit of Grantee, but reserving all rights not inconsistent therewith, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the easement rights to Grantee and its successors and assigns forever. Grantor binds itself and its successors and assigns to warrant and forever defend the Easement rights in Grantee, its successors, and assigns against every person whomsoever lawfully claiming or to claim the easement rights, subject to the reservation of all rights not inconsistent therewith and subject to the matters set forth on **Exhibit "E"** hereto to the extent validly existing and affecting the Easement Tract (the "**Exceptions to Conveyance and Warranty**"), to the extent that such claim arises by, through, or under Grantor but not otherwise.

3. Character of Easement. The Easement rights granted hereunder are appurtenant to and shall run with the Dominant Estate and portions thereof, whether or not this Agreement is referenced or described in any conveyance of the Dominant Estate or any portion thereof.

4. Duration of Easement. Subject to the terms and conditions of this Agreement, as provided below, the duration of the Easement is perpetual.

5. Nature of Easement. The Easement is non-exclusive.

6. Exceptions to Title Warranty. The grant of easements are subject to the Exceptions to Conveyance and Warranty as of the date of this Agreement, but no monetary liens, deeds of trusts or similar encumbrances.

7. Use of the Easement Tract. To construct a driveway on the Easement Tract to provide free and uninterrupted vehicular and pedestrian ingress and egress to and from the Dominant Estate and access to and from the Road. The Access Easement is for the benefit of Grantee and the Owners and their respective invitees and guests but reserving all rights not inconsistent therewith. Subject to Paragraph 10, during the construction of the Connecting Driveway, the Easement Tract may be used as a temporary construction purposes, including the storing of materials and the parking of vehicles. The Easement Tract may not be used for temporary construction purposes for any construction located on the Dominant Estate. No utility lines

(overhead or underground) may be placed by Grantee or any Owner within the Easement Tract without the prior written consent of Grantor, which shall be in Grantor's sole discretion.

8. Limited Right to Construct a Driveway within the Easement Tract.
 - a. Subject to the conditions of this Paragraph, Grantee or any Owner may construct, at its sole cost, a single two-lane driveway across the Easement Tract to connect the Dominant Estate to the Road ("**Connecting Driveway**").
 - b. Grantee or any Owner may not initiate the construction of the Connecting Driveway until Grantor has completed the construction of the Road. Completion of the Road shall mean that Travis County has approved the construction of the Road or Travis County has accepted the Road for ownership, operation and maintenance.
 - c. Prior to constructing the Connecting Driveway, Grantee must obtain all Travis County permits required to construct the Connecting Driveway and provide Grantor a copy of the approved Travis County permits within thirty (30) days of the issuance of said approved permits. Within thirty (30) days of Grantee submitting to Travis County its construction permit application for the Connecting Driveway ("**Driveway Permit Application**"), Grantee shall provide Grantor a copy of the Driveway Permit Application, including a dimensional drawing showing the location of the proposed Connecting Driveway and the proposed traffic control plan for the Road during the construction of the Connecting Driveway. Grantee acknowledges and agrees the traffic control plan should take into account and reasonably accommodate traffic generated by Grantor's Educational Facilities.
 - d. Grantee must provide Grantor at least ninety (90) days' advance written notice of Grantee's intent to construct the Connecting Driveway ("**Notice of Construction**").
 - e. Grantee, its successors, assigns and contractors shall not permit any liens to attach to the Easement Tract by reason of the design, engineering or construction of Connecting Driveway. At least ten (10) Business Days before construction activities begin on the Easement Tract, all contractors engaged by Grantee, its successors and assigns must provide to Grantor evidence of commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence, naming Grantor as an additional insured party, and otherwise reasonably acceptable to Grantor
 - f. During the initial construction of the Connecting Driveway, direct vehicular access to and from the Easement Tract to and from the Road is prohibited. Vehicular and pedestrian access to the Easement Tract may only be taken from the Dominant Estate.

9. Defined Access Easement Tract. The location and configuration of a defined Access Easement Tract shall become fixed and determined by the construction of the Connecting Driveway. Upon completion of the construction of the Connecting Driveway, the access easement rights granted to Grantee by this Agreement shall be limited to the Connecting Driveway paved surface and curbing (“**Defined Access Easement Tract**”). For purposes of this paragraph, the phrase “completion of the Connection Driveway” shall mean Travis County has issued a written confirmation that the Connecting Driveway has been constructed in accordance with the Travis County approved construction plans. With respect to the portions of the Easement Tract outside of the Defined Access Easement Tract, all easement rights shall automatically terminate upon completion of the Connecting Driveway and such portion of the Easement Tract shall revert to the sole control of Grantor, except as provided below. After completion of the Connecting Driveway, no part of the Defined Access Easement Tract shall be used for parking of vehicles or any other use except pedestrian and vehicular ingress and egress to and from the Dominant Estate and to and from the Road.

10. Restoration of Easement Tract. Prior to the completion of the construction of the Connecting Driveway, the portions of the Easement Tract used for temporary construction purposes must be restored to the condition existing prior to the beginning of construction. Notwithstanding the termination of easement rights to a portion of the Easement Tract pursuant to Paragraph 9, if restoration of the Easement Tract is not satisfactory to Grantor, then Grantee will have a sixty (60) day revocable license to enter the Easement Tract for the sole purpose of restoration pursuant to this Paragraph. If Grantee or any Owner initiates the construction of the Connecting Drive and the easement rights granted by this Agreement expire pursuant to Paragraph 15, the Grantee, Owner, or other party (“**Responsible Party**”) responsible for the construction activity on the Easement Tract shall be responsible for the restoration of the Easement Tract in accordance with this Paragraph. The obligations of this Paragraph will survive the termination or expiration of this Agreement.

11. Maintenance of Connecting Driveway and Defined Access Easement Tract.

(a) Grantee shall be solely responsible for a) all costs, fees and expenses of maintaining, repairing and replacing all or any portion of the Connecting Driveway and the Defined Access Easement Tract.

(b) Notwithstanding anything herein to the contrary, any portion of the Connecting Driveway or the Defined Access Easement Tract that is damaged (above normal wear and tear) by Grantor, Grantee or an Owner (such as during the construction of other improvements), the repair of such damage shall be the sole responsibility of the person or party causing such damage.

(c) Upon completion of the Connecting Driveway and the restoration of the Easement Tract in accordance with Paragraph 10 Grantee shall have a working space easement for use during repair or replacement of the Connecting Driveway (“**Work-Space Easement**”). The Work-Space

Easement is limited to a ten (10') wide strip of land running parallel and adjacent to each side of the Defined Access Easement Tract. If Grantee or any Owner enters the Work-Space Easement for the purpose of repairing or replacing the Connecting Driveway the Responsible Party shall be responsible for the restoration of the Work-Space Easement in accordance with standards set forth in Paragraph 10.

12. Relocation or Modification of Defined Access Easement Tract. Grantor expressly reserves the right to relocate or modify the intersection of the Connecting Driveway with the Road. Grantor may, upon no less than forty-five (45) calendar days' prior notice to Grantee and at Grantee's sole cost and expense, submit permit applications to relocate or reconfigure the intersection of the Connecting Driveway with the Road so long as such relocation or modification does not diminish the rights granted to Grantee herein.

13. No Obstructions. At all times, Grantor shall conduct its operations on and with respect to the Road in such manner as not to unreasonably interfere (except for temporary periods during repair or construction activities related to the Road or the operation of the Road) with the use and enjoyment of the Easement, rights and privileges hereby granted. If the Road remains a private road, then Grantor's police force shall have traffic control authority over the Road, including where the Connecting Drive intersects the Road.

14. Limitations of Easement Granted. Nothing contained in this Agreement is intended to evidence or be or shall ever be construed or interpreted as a) a conveyance of the fee title to the Easement Tract or the Defined Access Easement Tract or any portion thereof; or b) a dedication of any right or interest in or to the Easement Tract or the Defined Access Easement Tract to the public. This Agreement is not intended to and shall not be construed as amending the Reimers Easement Agreement or being subject to the Reimers Easement Agreement.

15. Expiration of Agreement and Easement Rights. Following the completion of the Road, Grantor will provide written notice of such completion to Grantee ("**Notice of Completion**") and Grantee will have five (5) years from receipt of the Notice of Completion of the Road to obtain a Travis County permit to construct the Connecting Driveway on the Easement Tract ("**County Permit**"). If Grantee does not obtain a County Permit within said five (5) year period following receipt of the Notice of Completion of the Road, then this Agreement and the easement rights granted herein shall automatically expire. If Grantee obtains a County Permit, Grantee will have five (5) years from the date of the County Permit to complete construction of the Connecting Driveway. If Grantee does not complete the construction of the Connecting Driveway within said five (5) year period, then this Agreement and the easement rights granted herein shall automatically expire, except those provisions which specifically survive the termination or expiration of this Agreement. If this Agreement expires pursuant to this Paragraph, Grantor may record in the applicable public records of Travis County an instrument documenting the expiration of this Agreement.

16. Rights of Enforcement. This Agreement may be enforced by restraining orders and

injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. If a Responsible Party fails to restore the Easement Tract in accordance with Paragraph 10 above within sixty (60) days of written demand by Grantor, Grantor will have the right to enter the Easement Tract for the purpose of restoring the Easement Tract. The Responsible Party shall reimburse Grantor within thirty (30) days of receipt of an invoice from Grantor for Grantor's cost for restoring the Easement Tract.

17. Indemnity. Grantee and Grantee's officers, agents, employees, contractors, or authorized representatives (collectively, the "**Grantee Parties**") agree to indemnify, defend, and hold harmless Grantor from and against any third party claims, suits, legal proceedings, damage, injuries, death, judgments, liens, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from Grantee Parties' use of the Easement Tract, the Defined Access Easement Tract, and Work-Space Easement, except to the extent such Claims arise from negligence or willful misconduct of Grantor or its successors or assigns, as applicable. The obligations of the Grantee Parties under this provision will survive the termination or expiration of this Agreement.

18. Choice of Law and Venue. This Agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any other jurisdiction with venue in Travis County, Texas.

19. No Merger. There shall be no merger of the easement estate hereby created with the fee estate in the Property or any part thereof if the same person or entity acquires or holds, directly or indirectly, any interest under this Agreement and the fee estate in the Property or any interest in such fee estate.

20. Effective Date. This Agreement shall be effective as of _____.

21. Entire Agreement; Amendment. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Easement Tract. This Agreement may be amended or modified in whole or in part, only by a written instrument that is duly executed by Grantor and all the Owners and that is recorded in the Official Public Records of Travis County, Texas.

22. Business Days. For purposes of this Agreement, the term "Business Day" or "Business Days" shall mean and refer to any calendar day the Administrative Offices of LTISD are open. If any date or any period provided in this Agreement ends on a day which is not a Business Day, then the applicable period shall be extended to the first succeeding day which is a

Business Day.

(Remainder of page intentionally omitted; signature pages to follow)

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: John Aouelle
Title: President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by John Aouelle, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

Notary Public, State of Texas

GRANTEE:

TL 99, LLC,
a Texas limited liability company

By: TL 99 GP, LLC,
A Texas limited liability company, its Manager

By: _____
Jim Young, Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____
2023, by Jim Young, as Manager of TL 99 GP, LLC, a Texas limited liability company, as
Manager of TL 99, LLC, a Texas limited liability company, on behalf of said companies.

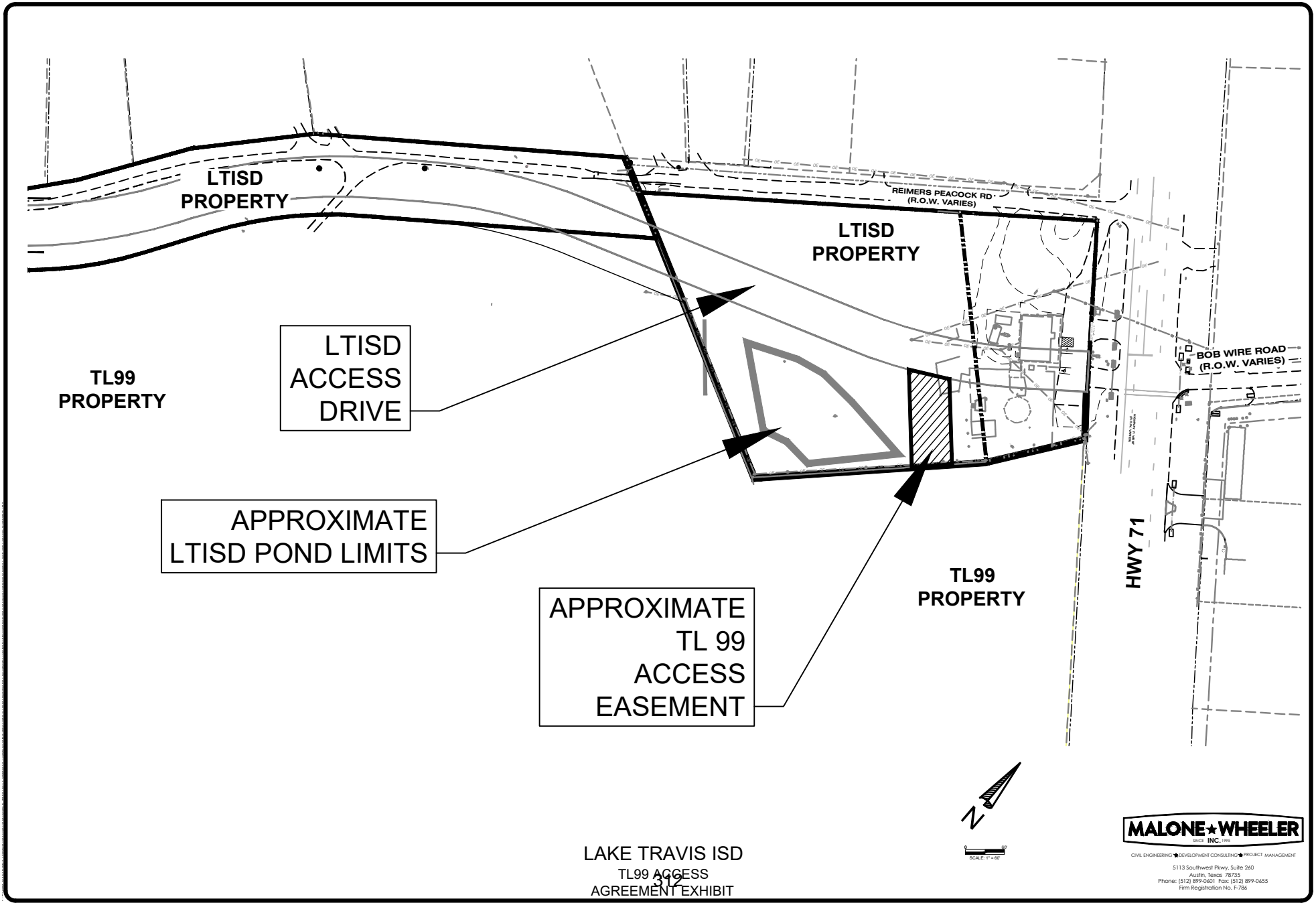
Notary Public, State of Texas

EXHIBIT A

To Driveway Access Easement Agreement

DEPICTION OF ROAD TRACT, HOLT TRACT, AND EASEMENT TRACT

[Attached]



LAKE TRAVIS ISD
TL99 ACCESS
AGREEMENT EXHIBIT

MALONE+WHEELER
INC.

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0603 Fax: (512) 899-0655
Firm Registration No. F-786

EXHIBIT "B"

To Access Easement Agreement

DESCRIPTION OF EASEMENT TRACT

[description to be attached prior to Closing]

EXHIBIT C

TO ACCESS EASEMENT

[Description of Dominant Estate]

[Description of 62.755 (64.105 save/except 1.35) to be inserted prior to Closing]

EXHIBIT D

TO ACCESS EASEMENT

[Description of Road and Drainage Parcels]

[Description of 1.35 acres to be inserted prior to Closing]

EXHIBIT E

TO ACCESS EASEMENT

[Exceptions to Conveyance and Warranty]

[list to be inserted prior to Closing]

Estate of Lenora Reimers recorded in Document No. 2017111946, Official Public Records of Travis County, Texas (“**Reimers Easement Agreement**”).

S. The dominate estate under the Reimers Easement Agreement is approximately 99.129 acres as described in Exhibit C attached to the Reimers Easement Agreement.

T. Grantee acquired the dominant estate under the Reimers Easement Agreement by the Deed recorded in Document No. 2022103400, Official Public Records of Travis County, Texas, wherein the dominant estate was described (i) an approximately 64.105-acre parcel identified as tract 1 therein (“**Tract 1**”), (ii) an approximately 15.849-acre parcel identified as tract 2 therein, (“**Tract 2**”) and (iii) an approximately 19.520-acre parcel identified as tract 3 therein (“**Tract 3**”). Tract 1, Tract 2, and Tract 3 are described on **Exhibit C** hereto and collectively, save and except for the approximate 1.35-acre Road and Drainage Parcels conveyed to Grantor out of Tract 1 (described below and on **Exhibit D** hereto), are the “**Dominant Estate.**”

U. Of even date hereof, Grantee conveyed to Grantor an approximately 1.35 acre portion of such approximate 64.105-acre Tract 1, which 1.35-acre tract is described on **Exhibit D** hereto and approximately comprised of an approximately 0.287 acre tract of land for the construction of the Road and an approximately 1.063 acre tract of land to construct drainage facilities and detention and water quality ponds for the Road (“**Road and Drainage Parcels**”).

V. The Dominant Estate and any portion thereof has appurtenant access easement rights on the Road Tract pursuant to the Reimers Easement Agreement.

W. At the time Grantor acquired the Road Tract, Grantor intended the Road to intersect SH 71W at the intersection of the public road segment of Reimers Peacock Road with SH 71W.

X. Subsequently, TxDOT installed a traffic signal at the intersection of Bob Wire Road and SH 71W.

Y. Grantor then acquired an approximately 5.517 acre tract of land described in the Deed recorded in Document No. 2022191103, Official Public Records of Travis County, Texas (“**Holt Tract**”) for purpose of aligning the Road to intersect SH 71W at the existing traffic signal.

Z. Of even date hereof, Grantee conveyed drainage and temporary construction easements to Grantor (“**Easements**”).

AA. Grantee conveyed the Road and Drainage Parcels to Grantor so that Grantor can realign and construct the Road from the Road Tract across the 0.287-acre tract to and through the Holt Tract to align the intersection of the Road and SH 71W at the traffic signal.

BB. Of even date hereof, Grantor and Grantee entered into a separate Driveway Access Easement Agreement granting the right to construct a Curb Cut (as defined below) onto the Road on the Holt Tract segment of the Road as depicted therein (“**Holt Tract Driveway Agreement**”).

CC. Grantor and the Grantee agree that prior to the full execution of this Amendment,

the Dominant Estate did not have any access easement or any access rights on the land described in the attached **Exhibit A** (“**Additional Access Easement Tract**”).

DD. The Parties desire (i) the granting of an access easement over and across the Additional Easement Tract for the benefit of the Dominant Estate, Grantee and its successors and assigns as hereinafter provided; and (ii) to amend the Reimers Easement Agreement.

NOW THEREFORE, for and in consideration of the above stated recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the Parties, the Parties hereby agree to amend the Reimers Easement Agreement as follows:

1. All capitalized terms used herein shall have the same meanings ascribed to them in the Reimers Easement Agreement unless a different definition is provided herein. The term “**Curb Cut**” means the location where a street or driveway apron connects the Dominant Estate to the Road or the Driveway, as defined in the Reimers Easement Agreement. The term “**Dominant Estate**” is hereby amended to have the meaning given in the recitals above, and such description and **Exhibit C** hereto shall supersede and replace the description of the dominant estate in the original Reimers Easement Agreement.

2. **Grant of Additional Access Easement.** For and in consideration of the benefits accruing to Grantor as the owner of the District Tract by reason of the conditions, covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to all matters currently of record and the terms and conditions hereinafter set forth, Grantor hereby declares, grants and conveys a non-exclusive access easement (the “**Additional Access Easement**”) over and across the land described in the attached **Exhibit A** to serve and benefit the Dominant Estate and portions thereof and to provide free and uninterrupted vehicular and pedestrian ingress and egress to and from the Dominant Estate and access to and from State Highway 71 West for the mutual benefit of Grantee and its successors and assigns, and their respective, invitees and guests, but reserving all rights not inconsistent therewith, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Grantee and its heirs, successors, and assigns forever. Grantor binds Grantor and its successors and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in the Grantee and their respective heirs, successors, and assigns and in the Dominant Estate, or portions thereof, against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to all rights not inconsistent therewith and subject to all matters listed on **Exhibit E** hereto (the “**Exceptions to Conveyance and Warranty**”), to the extent that such claim arises by, through, or under Grantor but not otherwise.

9. **Applicable Terms of Reimers Easement Agreement.** All provisions of the Reimers Easement Agreement apply to the Additional Access Easement granted herein except for

Paragraphs 2, 8, 9, 10, and 11 of the Reimers Easement Agreement. Except as provided in Paragraph 6 below, in the event of any conflict between this Amendment and the Reimers Easement Agreement as previously in effect, this Amendment shall control as to only the Additional Easement Tract.

10. Modification of the Additional Easement Tract. The Parties agree that the Additional Easement Tract described in the attached **Exhibit A** is an approximate description of where the Road could be constructed. Upon completion of the construction of the Road, the description of the Additional Easement Tract will be the Road surface, including sidewalks, if present. Following Travis County's final approval of the construction of the Road, Grantor may record an instrument in the Official Public Records of Travis County that replaces the description of the Additional Easement Tract attached hereto as **Exhibit A**. Other than revising the description of the Additional Easement Tract, Grantor may not record any other instrument that unilaterally changes any other provision of this Amendment.

11. Use of the Additional Easement Tract. Grantee and its successors and assigns may not enter or otherwise use the Additional Easement Tract for any purpose until Grantor has completed construction of the Road within the Additional Easement Tract and Travis County has approved the construction of the Road or Travis County has accepted the Road as a public road. Until Grantor completes the construction of the Road, Grantee must use the Road Tract to access SH 71 W via the public road segment of Reimers Peacock Road, as provided in the Reimers Easement Agreement.

12. Further Amendments to the Reimers Easement Agreement. Except as provided below, the following provisions do not apply to the Additional Access Easement or Additional Easement Tract:

a. Right to Make Curb Cuts. Subject to the terms of the Reimers Easement Agreement, as amended, Grantee and its successors and assigns shall have the right, at their own cost, to select the location for and construct up to but no more than:

- i. eight (8) Curb Cuts allowing vehicular access onto the Driveway or the Road, other than the Holt Tract segment thereof, from the approximately 62.755 remainder of Tract 1 owned by Grantee (which, to avoid doubt, is in addition to the one (1) Curb Cut allowing vehicular access onto the Holt Tract segment of the Driveway or the Road from the approximately 62.755 remainder of Tract 1 provided for in the Holt Tract Driveway Agreement); and
- ii. two (2) Curb Cuts allowing vehicular access onto the Driveway or the Road from the approximately 15.849-acre Tract 2 and the approximately 19.520-acre Tract 3 (to avoid, Tract 2 and Tract 3 collectively have the right to 2 total Curb Cuts);

b. Limitations on Curb Cuts. The division or subdivision of the approximate 62.755 acre remainder of Tract 1, approximate 15.849-acre Tract 2, or the approximate 19.520-acre Tract 3, will not alter the number of total Curb Cuts allowed on the approximate 62.755 acre remainder of Tract 1, approximate 15.849-acre Tract 2, or the approximate 19.520-acre Tract 3. The right to a Curb Cut on one Tract may not be transferred to the other Tract. The right to make the Curb Cut onto the Holt Tract segment of the Driveway or the Road is covered in the Holt Tract Driveway Agreement.

c. Compliance with Laws. Curb Cuts made by an Grantee will be (a) constructed at no expense to Grantor, and (b) in compliance with all applicable laws, including with any required approvals of governmental authorities. Grantee acknowledges and agrees that Grantor cannot assure governmental approval of the of the location of any particular Curb Cut.

23. No Obstructions. At all times, Grantor shall conduct its operations on and with respect to the segment of the Road constructed on the Additional Easement Tract in such manner as not to unreasonably interfere (except for temporary periods during repair or construction activities related to the Road or the operation of the Road) with the use and enjoyment of the Additional Access Easement, rights and privileges hereby granted. If the Road remains a private road, then Grantor's police force shall have traffic control authority over the Road, including vehicular traffic entering or exiting the Road by a Curb Cut.

24. Limitations of Easement Granted. Nothing contained in this Amendment is intended to evidence or be or shall ever be construed or interpreted as a) a conveyance of the fee title to the Additional Easement Tract or any portion thereof; or b) a dedication of any right or interest in or to the Additional Easement Tract to the public.

25. Choice of Law and Venue. This Amendment shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any other jurisdiction with venue in Travis County, Texas.

26. Effective Date. This Amendment shall be effective as of _____.

27. Entire Agreement; Amendment. This Amendment embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Additional Easement Tract. Except as provided in Paragraph 4 above, this Amendment may be amended or modified in whole or in part, only by a written instrument that is duly executed by Grantor and Grantee (and/or all successor owners of the Dominant Estate and land burdened by this Agreement, as applicable) that is recorded in the Official Public Records of Travis County, Texas.

28. Business Days. For purposes of this Amendment, the term "Business Day" or "Business Days" shall mean and refer to any calendar day the Administrative Offices of LTISD

are open. If any date or any period provided in this Agreement ends on a day which is not a Business Day, then the applicable period shall be extended to the first succeeding day which is a Business Day.

29. Miscellaneous.

- a. All other terms and conditions of the Reimers Easement Agreement not specifically amended hereby are hereby ratified, confirmed, and shall continue in full force and effect. In the event of any conflict between the Reimers Easement Agreement and this First Amendment, this First Amendment shall control.
- b. This First Amendment may be executed in multiple counterparts which, when combined together, shall constitute an original of this First Amendment.

(Remainder of page intentionally omitted; signature pages to follow)

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: John Aouelle
Title: President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by John Aouelle, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

Notary Public, State of Texas

GRANTEE:

TL 99, LLC,
a Texas limited liability company

By: TL 99 GP, LLC,
A Texas limited liability company, its Manager

By: _____
Jim Young, Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____
2023, by Jim Young, as Manager of TL 99 GP, LLC, a Texas limited liability company, as
Manager of TL 99, LLC, a Texas limited liability company, on behalf of said companies.

Notary Public, State of Texas

EXHIBIT A

DESCRIPTION OF EASEMENT TRACT

[description to be attached prior to Closing]

EXHIBIT B
DEPICTION OF ROAD TRACT, HOLT TRACT, AND EASEMENT TRACT

[to be attached prior to Closing]

EXHIBIT C

AMENDED DESCRIPTION OF DOMINANT ESTATE

Tract 1:

[Description of 64.105 Tract 1 save/except 1.35 acres to Grantor to be inserted prior to Closing]

Tract 2:

[Description of 15.849 acre Tract 2 to be inserted prior to Closing]

Tract 3:

[Description of 19.520 acre Tract 3 to be inserted prior to Closing]

EXHIBIT D
DESCRIPTION OF ROAD AND DRAINAGE PARCELS

[Description of 1.35 acre tract to be inserted prior to Closing]

EXHIBIT E
EXCEPTIONS TO CONVEYANCE AND WARRANTY

[list to be inserted prior to Closing]

EXHIBIT “H”
SELLER’S UTILITY EASEMENT

[Attached]



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023-2024 T-TESS Appraisal Roster

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

The Texas Agency Commissioner's Rules require that a list of qualified appraisers who may appraise teachers shall be approved by the Board of Trustees. The appraisers must meet the following criteria:

1. The teachers' supervisor shall conduct the teacher's appraisal and must hold a superintendent, midmanagement (principal), or supervisor certification, or must hold comparable certificates established by the State Board for Educator Certification.
2. An appraiser other than the teacher's supervisor must be approved by the Board, hold a valid teaching certificate and have at least two years of teaching experience.

The attached list of appraisers meets these requirements.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent of Employee & Community Relations

ATTACHMENTS

2023-2024 T-TESS Appraisal Roster

MEETING DATE

November 15, 2023



2023-2024 T-TESS Appraisal Roster

Site	Appraiser
Bee Cave Elementary	Kim Kellner Ashley Nauta Rida Ortego
Lake Pointe Elementary	Karen Reich Julianne Jenkerson
Lakeway Elementary	Sam Hicks Laura Sykes
Lake Travis Elementary	Lizeth Thompson Stacey Brown
Rough Hollow Elementary	Vanessa Randels Nicole Taylor
Serene Hills Elementary	Keegan Luedecke Lorraine Lopez
West Cypress Hills Elementary	Amy Russ Chareese Hatfield
Hudson Bend Middle School	Laura Keogh Clark Frederickson Brian Gill Tatiana Chavez
Lake Travis Middle School	Rebecca Hudson Keitha St. Clair Cristy Rizzoli
Bee Cave Middle School	Melanie Beninga Cody Redfern Chad Ouellette
Lake Travis High School	Debbie Garinger Sheri Remore Sebastian Espinoza Mason Whitfield Sandra Surdy Julie Haney Fela Mathy Ryan O'Donoghue Stuart Foreman



District - Alternates	Stefanie Vickery Amanda Prehn Angela Hrapchak Shannon Gill Shelly Schuessler
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AGENDA ITEM ACTION SHEET

AGENDA ITEM

October 18, 2023 Board Meeting Minutes, November 9, 2023 and November 13, 2023 Special Called Board Meeting Minutes

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

Minutes for each Board meeting shall be approved and on file in the Superintendent's office.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Suzanne Kelbaugh - Executive Assistant to the Superintendent of Schools

ATTACHMENTS

October 18, 2023 Board Meeting Minutes
November 9, 2023 Special Called Board Meeting Minutes
November 13, 2023 Special Called Board Meeting Minutes

MEETING DATE

November 15, 2023

Minutes of Board Meeting

The Board of Trustees

Lake Travis Independent School District

A meeting of the Board of Trustees of Lake Travis Independent School District was held on October 18, 2023, beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 6:03 p.m.

Quorum Determination

Trustees in attendance were John Aouelle, Erin Archer, Phillip Davis, Keely Cano, Lauren White, Kim Flasch, and Rob Aird.

Pledge of Allegiance and Moment of Silence

Scott Cronk, led the Pledge of Allegiance. A moment of silence was then observed.

Recognition

- **Amber Forgey - 2023 Texas Art Educators Association (TAEA) High School Art Teacher of the Year**

Lake Travis High School Lead Art Teacher Amber Forgey has been named the 2023 Texas Art Educators Association (TAEA) High School Art Teacher of the Year. According to TAEA, this honor is awarded to one TAEA member who has significantly contributed to the association and to art education at the local, state, and/or national levels. Amber will receive her award at the annual state conference in November.

Special Recognition.

- **2024 National Merit Scholarship Program Qualifying Students**

Lake Travis High School principal Debbie Garinger is pleased to announce that 69 students have been recognized by the 2024 National Merit Scholarship Program. These students entered the program by taking the Preliminary SAT/National Merit Scholarship Qualifying Test (NMSQT) as high school sophomores and juniors. They were chosen from more than 1.5 million program entrants and represent less than one percent of each state's high school seniors. According to the National Merit Scholarship and College Board Recognition programs, these students are the top scorers from each state and show exceptional academic ability and potential for success in rigorous college studies. Lake Travis High School proudly recognizes 8 National Merit Semifinalists, 27 Commended Scholars, and 34 National Recognized Scholars as follows:

Maeve Acuna (11) - NHRA	Avery Archung - NHRA	Lucas Gonzalez - NHRA	Elyse Ogah - NAARA
Troy Blanchard (11) - NHRA	Blake Archung - NHRA	Ravi Guntuku - CS	Piper O'Leary - CS
Kailey Cox (11) - NIA	Holly Avena - NHRA	Catherine Haley - CS	Evan Olson - NMS
Chloe De Leon (11) - NHRA	Alexander Balon - CS	Jonnie Hesse - NHRA	Helen Radza - NMS
Diego Espinosa (11) - NHRA	Eva Berry - CS	Satvik Kumar - CS	Zachary Robbins - CS
Andre Follmer (11) - NHRA	Luc Birla - CS	Venkat Rohan Kunchala - CS	Nathan Scott - NHRA
Kathryn Ford (11) - NAARA	Jonathan Bittok - NAARA	Shannon Lin - CS	Samuel Seder - CS
Sean Garcia (11) - NHRA	Karen Bui - NMS	Jackson London - CS	Dhilan Shah - CS

Isaac Golden (11) - NHRA	William Bui - CS	Daniel Magna Camargo - NMS	Rishika Sikka - NMS
Ava Gonzales (11) - NHRA	Drew Campbell - CS	Briahna Martinez - NHRA	Charlize Stone - CS
Alexis Hinton (11) - NIA	Iris Castruita - NHRA	Chrichton McEwen - NMS	Lance Thompson - NMS
Maria Lofgren (11) - NHRA	Nicholas De La Rosa - CS	Grant Michelsen - CS	Valeria Trejo-Brandt - NHRA
Brendan McCarthy (11) - NIA	Ryan Dilworth - NHRA	Mateo Millan Equihua - NHRA	Pitchford Tucker - CS
Grace Pantazopoulos (11) - NHRA	James DiSimone - CS	Jacob Mitchell - CS	Matthew Williams - CS
Hollis Pinczehelyi (11) - NRSTA	Hunter Duran - NHRA	Oliver Morabbi - CS	Brandon Woledge - NMS
Luke Rowe (11) - NAARA	Kathryn Files - CS	Abril Nadal - NHRA	Wenchan Xue - CS
Marin Acuna - NHRA	Anna Fischer - NHRA	Lance Najera - NHRA	Rachel Yang - CS
			Joey Zhang - CS

NMS - National Merit Semifinalist; CS - Commended Scholar; NHRA - National Hispanic Recognized Award; NIA - National Indigenous Award; NAARA - National African American Recognition Award; NRSTA - National Rural & Small-Town Award

Special Recognition.

Public Comments/Citizen Participation

1. Karen Menchura – Bond Election
2. Kerry Kunkel – Bond Election
3. Laura Blackman - Bond
4. ~~Kimberly Von Hoffman – Golf and Lacrosse~~
5. ~~Amy Hess – Bond~~
6. Donnie Lauderback – LTISD Bond
7. Rusty Kilgo – Bond Support
8. Michal Catherine Mackoy – Prop C
9. Scott Cronk – School Bond
10. Glenn Robertson - Bond
11. Michael Cowan – Bond Support
12. Jeremy Self – Bond
13. Dana Rieder – PTO Homecoming – Bond
14. Corina Semph – Vouchers - Opportunity
15. Rachel Mills – Trafficking
16. Jennifer Fleck – LTISD is Trans Affirming Groomers
17. Amy Hanken – Prop C
18. ~~Wes Jones – LTYA~~
19. Jim Hopping – Bond
20. Shiloh Newman – School Bond
21. Christy Casey Moore – Bond 2023

**John Aouelle called for a recess at 7:23 pm

**Reconvened back in session at 7:32 pm by John Aouelle

Public Hearing

- **2023 Schools FIRST Rating Report**

Lake Travis ISD has received its preliminary 2023 School Financial Integrity Rating System of Texas (FIRST) rating based on financial indicators per 19 Texas Administrative Code (TAC),

Section 109.1001(e)(6). A school district's School FIRST rating is based upon an analysis of financial data for fiscal year ended August 31, 2022. If the district does not submit an appeal, the preliminary rating becomes final on September 7, 2023. Within two months of the release of the final ratings, each school district must announce and hold a public meeting to distribute a financial management report that explains the district's rating and its performance under each of the 20 indicators for the prior year. The first of two required published newspaper notices, to inform taxpayers of the meeting, may not be more than 30 days or less than 10 days prior to the public meeting in accordance with 19 TAC, Section 109.1005. The public meeting will take place at the regular scheduled meeting on October 18, 2023.

Lake Travis ISD scored a rating of "A = Superior Achievement" on the FIRST 2022-2023 ratings based on school year 2021-2022 data.

Public Speakers

1. No Public Comment

Public Hearing.

Information Items

- **September 2023 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018/2023 Capital Projects Report and Quarterly Investment Report**

Pam Sanchez, Assistant Superintendent of Business Services, presented the following documents:

1. Statement of Revenues and Expenditures- September 2023
2. Balance Sheet - September 2023
3. Tax Statement- September 2023
4. 2018 Capital Projects Report – September 2023
5. 2023 Capital Projects Report- September 2023

This item was for information only; no action was requested.

Presentation / Discussion Items

- **Bully Prevention Presentation**
Jennifer Lyon, Director of Health and Social and Emotional Learning, presented an update on bully prevention actions and activities.

This item was for presentation/discussion only; no action was requested.

- **Curriculum & Instruction Services – Learning Together Checkpoints and Districtwide PLCs**
Lyndsae Benton, Executive Director of Curriculum & Instruction, presented an update on the implementation of Learning Together Checkpoints as well as our first districtwide PLCs to analyze the results of common assessments administered across all campuses.

This item was for presentation/discussion only; no action was requested.

- **Beginning of the Year Universal Screener Data K-8**

Kathy Burbank, Director of Accountability & Assessment, presented that Lake Travis ISD administers beginning of the year universal screeners to every K-8 student in reading and math. NWEA MAP Growth (Measures of Academic Progress) data for grades K-8 math and 3-8 reading, and Grades K-2 mCLASS TX Edition data for reading was shared.

This item was for presentation/ discussion only; no action was requested.

- **Board Update on Special Services**

Shelly Schuessler, Director of Special Services, presented an update on Special Services, which includes Special Education, Section 504, Dyslexia, and Multi-Tiered Systems of Support (MTSS).

This item was for discussion/presentation only; no action was requested.

- **Strategic Plan Update**

Tasha Barker, Assistant Superintendent of Organizational Services, presented update on the district strategic plan, steering committee, and activities.

This item was for discussion/presentation only; no action was requested.

- **Staffing Update**

Evalene Murphy, Assistant Superintendent of Employee and Community Relations, presented an update on staffing for the 2023-2024 school year.

This item was for discussion/presentation only; no action was requested.

Consideration Items

- **Approval of a Contract between Lake Travis ISD and Pfluger Architects for Elementary School #9**

In May 2023, the Board selected Pfluger Architects for the design of Elementary School #9 for the 2023 Bond Program. Pfluger Architects was selected based on their experience in similar K-12 projects and for the professionals serving on the project team. The administration is seeking approval to execute a contract with Pfluger Architects.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Keely Cano to approve the contract between Lake Travis ISD and Pfluger Architects for Elementary School #9 and authorize the Superintendent or designee with the authority to execute the contract.

The motion passed by a vote of 7 - 0.

- **Approval of a Contract between Lake Travis ISD and FMG Architects Inc for the Educational Development Center Addition**

In May 2023, the Board selected FMG Architects Inc for the design of the addition to the Educational Development Center for the 2023 Bond Program. FMG Architects Inc was selected based on their experience in similar K-12 projects and for the professionals serving on the project team. The administration is seeking approval to execute a contract with FMG Architects Inc.

A MOTION was made by Trustee Erin Archer and seconded by Trustee Phillip Davis to approve the contract between Lake Travis ISD and FMG Architects Inc for the Educational Development Center Addition and authorize the Superintendent or designee with the authority to execute the contract.

The motion passed by a vote of 7- 0.

- **First Amendment to Easement Agreement Between Lake Travis ISD and Cypress Ranch Water Control and Improvement District No. 1 for Lake Travis ISD's Land Located on Reimers-Peacock Road**

District owns approximately 235 acres of land located off of Reimers-Peacock Road. Cypress Ranch Water Control and Improvement District No. 1 provides water and wastewater services and maintains drainage facilities for the West Cypress Hills development located near the District's property. The Board approved the negotiation and execution of the easement agreement in November 2018 and the terms of the agreement were finalized and executed in August 2020. The parties now desire to extend the comprehensive easement agreement by one (1) year. The agreement grants to WCID perpetual, non-exclusive emergency access easements upon, over, through and across the District's property for the purpose of ingress and egress of emergency vehicles. The agreement grants to the District a perpetual, non-exclusive access easement upon, over, through and across WCID's property for the purpose of installing a driveway providing pedestrian and vehicular ingress and egress from Cypress Ranch Boulevard to the District's property. Finally, WCID already holds a permanent twenty foot (20') wide easement for the construction, operation, maintenance and replacement of a water transmission line, and an adjacent twenty foot (20') wide temporary construction easement on the District's property. The agreement amended these easements by requiring WCID to notify the District of its intent to proceed with the design of the water transmission line, communicate and collaborate in good faith to determine the location, and make commercially reasonable efforts to modify the location of the easement if Travis County determines the location of the existing easement conflicts or could reasonably conflict with it accepting a road. The Administration recommends approval of amending the easement agreement for the extension of one (1) year.

A MOTION was made by Trustee Keely Cano seconded by Trustee Kim Flasch to approve the first amendment to the easement agreement between Lake Travis ISD and Cypress Ranch Water Control and Improvement District No. 1 for Lake Travis ISD's land located on Reimers-Peacock Road and authorize the Superintendent or designee with the authority to execute the easement agreement.

The motion passed by a vote of 7- 0.

Consent Agenda

- **Resolution No. 101823-01 Regarding Adoption of the Investment Strategy and Designation of Investment Officers**
- **Resolution No. 101823-02 Regarding Adoption of Authorized Broker/Dealer List**
- **September 20, 2023 Board Meeting Minutes**
- **2023-2024 T-TESS Appraisal Roster**

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Lauren White to approve the consent agenda items as presented.

The motion passed by a vote of 7 - 0.

Upcoming Meetings and Events

Board President John Aouelle announced the following upcoming meetings and events:

- November 15, 2023 – 6:00 p.m. Monthly Board Meeting, EDC
- December 13, 2023 – 6:00 p.m. Monthly Board Meeting, EDC

Closed Session

Trustees adjourned into Closed Session at 10:28 p.m., as permitted by Texas Government Code 551.001 et seq.

Section 551.074 - Personnel Matters

1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)

Section 551.072 - Deliberation Regarding Real Property

1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)

Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student

1. The Board will discuss personally identifiable information about a public school student.

Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation of security personnel or devices.

Adjournment

There being no further action, the October 18, 2023 Board of Trustees' meeting adjourned at 11:21 p.m.

John Aouelle, President

Erin Archer, Secretary

**Minutes of Special Called Board Meeting
The Board of Trustees
Lake Travis Independent School District**

A Special Called Board Meeting of the Board of Trustees of Lake Travis Independent School District was held on November 9, 2023, beginning at 8:00 a.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 8:01 am.

Quorum Determination

Trustees in attendance were John Aouelle, Keely Cano, Kim Flasch, Lauren White, Rob Aird, Phillip Davis and Erin Archer.

Pledge of Allegiance and Moment of Silence

Allyson Collins, led the Pledge of Allegiance. A moment of silence was then observed.

Closed Session

Trustees adjourned into Closed Session at 8:03 a.m., as permitted by Texas Government Code 551.001 et seq.

Section 551.071 – Consultation with Attorney

1. Consultation with Attorney
 - a. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2). 7. Adjournment

Section 551.074 - Personnel Matters

1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)

Section 551.072 - Deliberation Regarding Real Property

1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)

Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student

1. The Board will discuss personally identifiable information about a public school student.

Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting.

This chapter does not require a governmental body to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation of security personnel or devices.

Adjournment

There being no further action, the November 9, 2023 Board of Trustees' Special Called meeting adjourned at 11:25 a.m.

**Minutes of Special Called Board Meeting
The Board of Trustees
Lake Travis Independent School District**

A Special Called Board Meeting of the Board of Trustees of Lake Travis Independent School District was held on November 13, 2023, beginning at 5:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 5:02 pm.

Quorum Determination

Trustees in attendance were John Aouelle, Keely Cano, Kim Flasch, Rob Aird and Erin Archer. Trustees Lauren White and Phillip Davis were absent. (Trustee White arrived at 5:10 pm and Trustee Davis arrived at 5:28 pm to join the other Trustees in closed session)

Pledge of Allegiance and Moment of Silence

Allyson Collins, led the Pledge of Allegiance. A moment of silence was then observed.

Closed Session

Trustees adjourned into Closed Session at 5:03 p.m., as permitted by Texas Government Code 551.001 et seq.

Section 551.071 – Consultation with Attorney

1. Consultation with Attorney
 - a. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2). 7. Adjournment

Section 551.074 - Personnel Matters

1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)

Section 551.072 - Deliberation Regarding Real Property

1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)

Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student

1. The Board will discuss personally identifiable information about a public school student.

Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting.

This chapter does not require a governmental body to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation of security personnel or devices.

Adjournment

There being no further action, the November 13, 2023 Board of Trustees' Special Called meeting adjourned at 8:43 p.m.