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**REQUEST FOR QUALIFICATIONS
TAYLOR INDEPENDENT SCHOOL DISTRICT
RFQ # 2025-04 – Alternate Architectural and Engineering Services**

Date Posted: 11/21/2025

Due Date & Time: 12/19/2025 at 11 AM (CST)

INTRODUCTION

The Taylor Independent School District is issuing this invitation to submit qualifications for an alternate architectural and engineering services associated with the 2025 bond. This contract will be issued with a Master Service Agreement, and Service Orders will be issued by project, as needed.

PROJECT SCOPE OF WORK

The Taylor Independent School District is seeking qualifications for architectural and engineering services. Services may include, but are not limited to, the following categories:

1. Miscellaneous deferred maintenance and improvements
2. Safety and security updates and improvements
3. Facility updates and modernization

The construction material testing services necessary for the District's acceptance of the Project will be performed under a separate contract with an independent provider engaged directly by the District.

PRE-RESPONSE QUESTIONS

Questions about this RFQ must be directed, in writing, to:

Aaron Mullins

Project Control

amullins@projectcontrol.com

Email Subject Line: TISD RFQ # 2025-04 Information Request

All questions must be received by 12/8/2025 11:00 AM (CST). The District will post responses to all relevant questions by 4:00 PM, 12/12/2025

SUBMISSION

If you intend to respond, **do not** contact any other member of the district or Board of Trustees in any form until a contract for this RFQ has been awarded, unless granted permission to do so by the District.

Mail or deliver one original and five copies (8.5x11, double or single-sided, bound), along with a digital copy on a thumb drive of your firm's qualification to:

Taylor Independent School District
Attn: Ron Verano
3101 N. Main St. Suite 104
Taylor, TX 76574

Submittals must be sealed and clearly marked on the outside of the package with:

RFQ # 2025-04: Alternate Architectural & Engineering Services
Due: 12/15/2025 11:00 AM (CST)
Firm Name

All submissions must be received by 12/19/2025 11:00 AM (CST).

SELECTION PROCESS

It is the policy of Taylor ISD that the selection of a firm to provide professional services identified herein shall be based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. These services are to be obtained at a fair and reasonable cost based on legal requirements.

Taylor ISD reserves the right at any time to reject any or all responses to this RFQ.

EVALUATION CRITERIA AND AWARD

The evaluation will be based on the following:

1. Weighted criteria will be used to evaluate the qualifications submitted by responding firms.
2. Taylor ISD reserves the right to adjust, add, or remove steps to the evaluation process as deemed necessary for a thorough evaluation of the responses in order to determine the most competent, qualified firm.
3. If needed, presentations and interviews may be requested and scheduled at a later date and time.

Taylor ISD will evaluate each Statement of Qualifications Questionnaire submitted to determine responsiveness to the District's needs based on the following criteria:

1. **General Information (10 Points)** Review of the firm's general information, including litigation history, financial history, and insurability.
2. **Personnel (20 Points)** Individual firm key employees assigned to the design team must demonstrate personal experience with construction/renovation projects at different levels of complexity. This experience must be represented in each key discipline appropriate to the project scope, including architectural, structural, civil, mechanical, electrical, and technology. It is highly desired that the designated design project manager have extensive experience in construction/renovation projects with varying degrees of complexity and work phasing.
3. **Professional Services (15 Points)** Firms must identify professional services provided in-house as well as those that utilize the services of outside consultants. Listings of applicable software to be utilized as well as their benefits to Taylor ISD are to be included.

4. **Planning & Design Approach (20 Points)** Provide information on how your firm will work with the District on programming and design.
5. **Project Experience (35 points)** The firm's ability to clearly demonstrate its approach to design and construction processes, to render high-quality design services required by the District, as well as bring projects in on budget, including change orders during construction.

Upon evaluation completion, the District will rank all respondents for School Board approval. The District shall attempt to negotiate with the highest-ranked firm. If the District is unable to negotiate a satisfactory contract with the selected firm, the District shall, formally and in writing, end negotiations with that firm and proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end.

Required Forms Included

1. Exhibit A: Felony Conviction Notice
2. Exhibit B: Conflict Of Interest Questionnaire (Form CIQ)
3. Exhibit C: Debarment Or Suspension Certification Form
4. Exhibit D: Non-Collusion Statement
5. Exhibit E: IRS Form W-9
6. Exhibit F: Statutorily Required Certifications
7. Exhibit G: Certificate Of Interested Parties; Form 1295

APPLICATION SIGNATURE

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, with any elected or appointed official or officer of the District, or with any employee, agent or other representative of the District, unless specifically allowed to do so by the District.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow Taylor ISD to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

_____	_____	_____
Name (Please print or type)	Title	Date

Signature of Firm’s Principal

REQUIRED INFORMATION

SUBMISSION

Bid submission should include a cover letter signed by firm's principal assigned to Taylor ISD, be tabbed in the prescribed order and contain no more than 35 pages (not including the cover letter, table of contents, tab divider pages, financial statements or required forms). Double-sided is ok and considered 1 page.

COVER LETTER

In two pages (maximum), summarize your firm's qualifications to provide architectural and engineering services, including potential bond promotion services to Taylor ISD. Include the number of years you have provided these services to Texas public school districts.

TAB A: GENERAL INFORMATION

1. Provide the following information about your firm:
 - a. Firm Name
 - b. Address (Office serving Taylor ISD) Address (Corporate office, if different)
 - c. Website
 - d. Type of Organization (Sole Proprietorship, Partnership, Corporation, etc.)
 - e. Former Firm name(s), if any, and year(s) established
 - f. Year present firm established
 - g. Name of parent Firm, if any
 - h. List firm owner(s) and city/state of residence
 - i. Contact person for this RFQ, title, Texas registration number (if applicable), telephone, and e-mail
2. In the past five years (including time under former names/ownership structures), have there been or are there currently any judgments, claims, arbitration/mediation proceedings, or suits against your firm or its officers? If yes, please attach details of each.
3. Provide audited financial statements for each of the past three years. A balance sheet does not meet this criterion. Only one copy of the financial statements is needed. Financial statements may be placed in a sealed envelope, marked "Confidential: Financial Statements Enclosed".
4. Provide your firm's banking institution, contact person, and phone number
5. Professional Liability Insurance Information:
 - a. Provide insurance agency name and contact information
 - b. Describe limits per project, limits in aggregate, and deductible
 - c. Include a copy of your firm's current loss run ratio from your Professional Liability Insurance carrier. Should date back a minimum of 10 years.

TAB B: PERSONNEL

1. Provide an organizational chart that clearly describes your firm's project organization with supervisory reporting.
2. Provide a list of assigned staff to Taylor ISD and briefly discuss their roles on the project, and list which office is their home office.

3. Include professional resumes for key personnel and their responsibilities for the duration of the contract. Indicate the education and professional licensing of each person as it relates to this project. Include a list of previous projects, similar in size and complexity, to the Taylor ISD projects.
4. Provide the following personnel statistics:
 - a. Current total number of employees in the local office
 - b. The total number of employees who have left the local office in the last 24 months
 - c. The total number of new employees in the local office in the last 24 months
 - d. The average tenure with the Firm in the local office

TAB C: PROFESSIONAL SERVICES

1. Who will your firm propose as a consultant firm for the following areas, and how long have you worked with this consultant? List any others not listed here(Include resumes)
 - a. Structural Engineering
 - b. Civil Engineering
 - c. Landscape Design
 - d. MEP Engineering
 - e. Kitchen Consultant
 - f. Roofing/exterior envelope consultant
 - g. Acoustical Consultant
2. What software will be used by your firm to produce construction documents? What are the benefits to Taylor ISD?

TAB D: PLANNING & DESIGN APPROACH

1. Describe your services and the approach your firm will take with Taylor ISD, including stakeholder involvement and technology used, in each of the following areas:
 - a. Design
 - b. Cost estimating
 - c. Quality control/quality assurance
 - d. Construction administration
 - i. Who from the team will attend OAC meetings, and what is their role in the project prior to construction
2. Describe additional expertise and services relevant to the project.

TAB E: PROJECT EXPERIENCE

1. What experience does your firm have working ***within a 50-mile radius of Taylor ISD*** in the last five years? List all that meet this criteria and state specifically:
 - a. Number of educational projects completed during this time frame in this region
 - b. Number of projects currently in progress in this region
2. List five completed K-12 projects (either new construction or renovation projects) that represent projects similar to those listed in the *Project Scope of Work* section above. Please Include:
 - a. District name
 - b. Reference contact name, title, phone number, and email address
 - c. Project Name
 - d. Square Footage
 - e. Substantial Completion Date

- f. Original Contract Sum
- g. Final Contract Sum
- h. Delivery Method
- i. Project Description
 - i. List any unique features or characteristics
- j. Lessons Learned
 - i. Please share 1 - 2 lessons learned for each project

TAB F: DRAFT CONTRACT

1. Provide your firm's comments and/or concerns after reviewing the attached Exhibit H (AIA B101 - 2017) and Exhibit I (AIA 221 – 2018).

TAB G: REQUIRED FORMS

1. Exhibit A: Felony Conviction Notice & Criminal History Review of Firm Employees
2. Exhibit B: Conflict of Interest Form CIQ
3. Exhibit C: Debarment or Suspension Certification
4. Exhibit D: Non-Collusion Statement & Signature Page
5. Exhibit E: IRS Form W-9
6. Exhibit F: Statutorily Required Certifications
7. Exhibit G: Certificate of Interested Parties

END OF QUESTIONNAIRE



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REQUIRED FORMS FOR PROCUREMENT PACKAGES

**Failure to Complete and Submit the Attached Exhibits A-F with Your Submission May Result in Rejection of Your Submission as Incomplete. Please note that Exhibit G is required but must be submitted electronically online.*

EXHIBIT A: FELONY CONVICTION NOTICE
TAYLOR ISD

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Respondent’s Name: _____
(Legal/Official Company Name)

Respondent’s Authorized Official’s Name: _____
(Please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Respondent’s Official Name: _____

Date: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Respondent’s Official Name: _____

Date: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Proposal’s Official Name: _____

Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Proposal Response Form.

Vendor is responsible for the performance of the persons, employees and/or sub-contractors assigned to provide services for the District pursuant to this RFP on any and all District campuses or facilities. Vendor will not assign individuals to provide services at District campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction.

EXHIBIT B: CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ)
TAYLOR ISD

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

NOTE: THIS FORM MUST BE COMPLETED WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST

EXHIBIT C: DEBARMENT OR SUSPENSION CERTIFICATION FORM
TAYLOR ISD

DEBARMENT OF SUSPENSION CERTIFICATION FORM

FEDERAL/NON-FEDERAL FUNDS

As the awarded vendor on this contract, you are required to provide disbarment/suspension certification indicating that you are in compliance with the below Federal Executive Order Certification by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension “requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither your nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Respondent’s Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone: _____

Name of Respondent’s Authorized Official: _____
(Type or Print)

Title of Respondent’s Authorized Official: _____
(Type of Print)

Signature of Respondent’s Authorized Official: _____

Date Signed: _____

EXHIBIT D: NON-COLLUSION STATEMENT
TAYLOR ISD

NON-COLLUSION STATEMENT

“The undersigned affirms that he/she is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposal, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.”

Proposal’s Name: _____
(Legal/Official Company Name)

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

Name of Respondent’s Authorized Official: _____
(Type or Print)

Title of Proposal’s Authorized Official: _____
(Type or Print)

Signature of Respondent’s Authorized Official: _____

Date Signed: _____

Please review full form and instruction available at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

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EXHIBIT F: STATUTORILY REQUIRED CERTIFICATIONS

TAYLOR ISD

Legal Company Name: _____

Authorized Signatory for Company: _____
(Printed Name) (Title)

The undersigned authorized representative of the Company hereby certifies the following to the Taylor Independent School District:

1. Prohibition on Boycotting Israel: Pursuant to Texas Government Code Chapter 2271 for contracts valued at \$100,000 or more, Company certifies that (1) it does not boycott Israel; and (2) it will not boycott Israel for the duration of any contract with the District.
2. Prohibition on Contracting with Companies Engaged with Terrorist Organizations: Pursuant to Texas Government Code Chapter 2252, Subchapter F, Company certifies that it is not listed on the Texas Comptroller's List of Companies Engaging in Business with Iran, Sudan, or Foreign Terrorist Organizations.
3. Prohibition on Contracting with Companies Doing Business with Foreign Terrorist Organizations: Pursuant to Texas Government Code Chapter 2270, Company certifies that it does not currently, and will not for the term of the contract, engage in business with any Foreign Terrorist Organization as defined by federal law.
4. Certification Regarding Foreign-Owned Companies (Critical Infrastructure Only):
(Complete only if the contract involves critical infrastructure, cybersecurity, or related technology)
Pursuant to Texas Business & Commerce Code §2274.0102, Company certifies that: [choose one]
 - ☐ This provision is not Applicable – This procurement does not involve critical infrastructure.
 - ☐ This provision is Applicable or Company is unsure if it is Applicable and – Company certifies that it is not owned or controlled by citizens, residents, or entities of a country designated as a threat to critical infrastructure under Texas law.
5. No Boycott of Energy Companies: Pursuant to Texas Government Code Chapter 2274.002 for contracts valued at \$100,000 or more, Company certifies that it does not boycott energy companies; and will not boycott energy companies during the contract.
6. No Discrimination Against Firearm or Ammunition Industries: Pursuant to Texas Government Code §§2274.002–2274.003 for contracts valued at \$100,000 or more, Company certifies that it does not discriminate against a firearm entity or firearm trade association; and will not discriminate against such entities during the contract.

VENDOR ATTESTATION: By signing below, I represent and warrant that I am authorized to make the above certifications on behalf of the Company and that all the above are true and correct to the best of my knowledge. I understand that providing false or misleading information may result in contract termination and may be a violation of state law or grounds to void or terminate any resulting contract.

Signature: _____

Date: _____

EXHIBIT G: CERTIFICATE OF INTERESTED PARTIES; FORM 1295
TAYLOR ISD

Please review full form and instruction available at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

A governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. If you are the business entity that is completing the form, you are a filer type **CERT-BUS**.

For reference, please review the following information also available on the FAQ provided by the Texas Ethics Commission.

An **interested party** is:

1. A person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or
2. An intermediary.

Controlling Interest: An interested party has a controlling interest in the business entity if the interested party meets one or more of the following conditions:

- has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- is a member of the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

Intermediary Interest: An interested party has an intermediary interest in a contract if the person actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, advisor, attorney, or representative of or agent for the business entity who meets all of the following conditions:

- receives compensation from the business entity for the person's participation;
- communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- is not an employee of the business entity or of an entity with a controlling interest in the business entity.

This form MUST BE FILED ONLINE. It cannot be submitted otherwise. Please review the online instructions and submit Form 1295 electronically. A sample is provided here only for reference.

File Online: <https://www.ethics.state.tx.us/filinginfo/1295/>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

OFFICE USE ONLY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5

Check only if there is no Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____

(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____,

on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity

(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 5/14/2025

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EXHIBIT H

DRAFT AIA B101 – 2017

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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AGREEMENT made as of the _____ () day of NOVEMBER in the year TWO THOUSAND TWENTY-FIVE (2025)

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Taylor Independent School District, a political subdivision and public school district of the State of Texas

3101 N. Main Street, Suite 104

Taylor, Texas 76574

Phone: (512) 3665-1391

and the Architect:

(Name, legal status, address and other information)

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Firm Legal Name: _____, a _____ of the State of _____

Address: _____

Phone: _____

for the following Project:

(Name, location and detailed description)

Taylor ISD: November 2025 Bond Construction Projects Master Service Agreement – To Be Assigned by B221 Service Order

The term 'Project' shall refer solely to the project described within an individual Service Order. The term 'Services' shall refer to those professional services identified within each Service Order, as supplemented by this Master Agreement.

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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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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
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9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(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.)

Master Agreement. This Agreement is intended to function as a master services agreement between the Owner and Architect. The terms and conditions of this Agreement shall govern all Professional Services performed by the Architect for the Owner under subsequently issued Service Orders executed pursuant to AIA Document B221, a template with is attached hereto or another mutually agreed service order form (each a "Service Order"). No services are authorized under this Agreement until a Service Order has been fully executed by both parties.

Service Orders. Each Service Order shall describe the specific project, scope of services, schedule, Owner responsibilities, compensation method, and any project-specific modifications applicable to that Service Order. A Service Order shall incorporate by reference the terms of this Master Agreement. In the event of conflict between this

Master Agreement and a Service Order, the Service Order shall control only with respect to the specific project or services described therein; otherwise, the terms of this Master Agreement shall prevail.

No Obligation for Services. Execution of this Master Agreement does not obligate the Owner to issue, nor the Architect to accept, any Service Order. The Architect shall have no obligation to commence any services until a Service Order has been executed by both parties.

Term. This Master Agreement shall commence upon execution and shall remain in effect for a period of years or until terminated as provided herein. The Agreement may be extended by written amendment up to three additional one-year terms by approval of the Owner's Board of Trustees. All Service Orders issued prior to termination shall remain in effect and shall continue to be governed by this Agreement until completion or earlier termination of the applicable Service Order. All terms and conditions provided in this Master Agreement shall apply to all services performed under any Service Order unless expressly modified in such Service Order

Execution of this Master Agreement does not obligate the Owner to issue, nor the Architect to accept, any Service Order.

§ 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.)

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§ 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.)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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- .2 Construction commencement date:

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- .3 Substantial Completion date or dates:

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- .4 Other milestone dates:

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§ 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.)

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§ 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.)

None.

§ 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.

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

Dr. Jennifer Garcia-Edwardson, Superintendent
Taylor Independent School District, a political subdivision and public school district of the State of Texas
3101 N. Main Street, Suite 104
Taylor, Texas 76574
Phone: (512) 3665-1391
Email: jedwardsen@taylorisd.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.)

DRAFT FOR PROCUREMENT

Name: _____ Title: _____
Address: _____
Phone: _____
Email: _____

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

.1 Geotechnical Engineer:

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(Paragraph deleted)

.2 Surveyor:

DRAFT FOR PROCUREMENT

.3 Other, if any:

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

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§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

DRAFT FOR PROCUREMENT

Name: _____ Title: _____
Address: _____
Phone: _____
Email: _____

§ 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:

DRAFT FOR PROCUREMENT

- .2 Mechanical, Electrical, and Plumbing Engineer:

DRAFT FOR PROCUREMENT

- .3 Geotechnical Engineer:

DRAFT FOR PROCUREMENT

- .4 Surveyor:

DRAFT FOR PROCUREMENT

- .5 Civil Engineer:

DRAFT FOR PROCUREMENT

§ 1.1.11.2 Consultants retained under Supplemental Services:

DRAFT FOR PROCUREMENT

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

DRAFT FOR PROCUREMENT

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial 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.

§ 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.

§ 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide 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.

§ 2.1.1 The Architect's responsibilities for each project or assignment shall be limited to those described within the applicable Service Order issued under this Agreement. Each Service Order shall define the specific scope of services, deliverables, schedule, and project-specific requirements.

§ 2.2 The Architect shall perform its services with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, 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.

§ 2.5 The Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability: Architect	\$3,000,000.00 per claim and \$5,000,000.00 in the aggregate.
Architect's Consultants	\$2,000,000.00 per claim and \$4,000,000.00 in the aggregate.
Commercial General Liability: Each Occurrence General Aggregate Personal and Advertising Injury	\$1,000,000.00 \$2,000,000.00 \$1,000,000.00 each person
Automobile Liability	\$1,000,000.00 combined single limit
Excess Umbrella Liability	\$5,000,000.00

- .1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.
- .2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

- .3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.
- .4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
- .5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

(Paragraphs deleted)

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

§ 2.9 Coordination with Owner's Program Manager.

The Owner has engaged a Program Manager ("PM") to provide program-level oversight, management, and coordination services for the Project. The Architect shall cooperate and coordinate with the PM as reasonably necessary to facilitate the performance of the PM's duties. Such cooperation shall include attending coordination meetings, providing information and documents reasonably requested by the PM, and incorporating direction or feedback transmitted through the PM that is consistent with the Owner's instructions.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services will be set forth in each Service Order and may consist of any combination of the services described in this Article 3. The descriptions in this Article serve as a master menu of potential services and do not, by themselves, authorize any services unless included in a Service Order.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 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, services and information furnished by the Owner and the Owner's consultants. 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 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 dates for the commencement of construction and for Substantial 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 of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 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 approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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 information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed. **[.] or [as follows:**

Civil Engineer	weekly or ____ () times each month
Structural Engineer	weekly or ____ () times each month
Mechanical Engineer	weekly or ____ () times each month
Electrical Engineer	weekly or ____ () times each month

- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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 of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its 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 understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. 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 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 design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing 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 the value of alternative materials, building systems and equipment, together with other considerations based on program 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 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 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 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.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request 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 Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications 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 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 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, 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 that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 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.

§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 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 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.

§ 3.5.2 Competitive Procurement

§ 3.5.2.1 Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in the procurement process for Construction Services:

- .1 facilitating the distribution of Procurement Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Procurement Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 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 if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 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 modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. 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.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. 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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and 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, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. 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. 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide 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 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 decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, 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 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 review and certify the amounts due the Contractor and shall issue certificates in such amounts. 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 Work has progressed to the point indicated, 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) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 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 in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) 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.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's 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, 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 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.

§ 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 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 of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. 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 as Basic Services.

§ 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 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, 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 compensated under Section 11.1.

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

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 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;
- .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 Work complies with the requirements of the Contract Documents.

§ 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.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner 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.

§ 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 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.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 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 Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally Deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are Basic Services or Supplemental Services as indicated. 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 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	Architect – Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Service
§ 4.1.1.3 Measured drawings	Architect – Basic Service as Required
§ 4.1.1.4 Existing facilities surveys	Architect – Basic Service
§ 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	Not Provided
§ 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	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect – Basic Service
§ 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	Architect – Optional Additional Service
§ 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 – Basic 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	Architect – Optional Additional Service
§ 4.1.1.26 Multiple bid packages	Architect – Basic Service
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect – Basic Service
§ 4.1.1.29 Other services provided by specialty Consultants	Architect – Basic Service
§ 4.1.1.30 Other Supplemental Services	Not Provided
§ 4.1.1.31 Surveys	Architect - Basic Service
§ 4.1.1.32 Geotechnical Engineering	Architect – Basic Service

§ 4.1.2 Description of Supplemental Services

§ 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.)

Self-Explanatory.

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

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

Not Applicable.

§ 4.1.3 [Intentionally Deleted.]

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 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 shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;
- .2 [Section Deleted.];
- .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;
- .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; or
- .5 [Section Deleted.];
- .6 [Section Deleted.];
- .7 [Section Deleted.];
- .8 [Section Deleted.];
- .9 [Section Deleted.];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- .11 [Section Deleted.].

§ 4.2.2

(Paragraphs deleted)

[Paragraph 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 _____ (____) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 [Section Deleted.]
- .3 _____ (____) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 _____ (____) inspections for any portion of the Work to determine final completion.

- .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 [Paragraph Deleted.]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 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.

§ 5.1.2 **Project-Specific Requirements.** Project-specific Owner responsibilities shall be identified in the applicable Service Order. Unless stated otherwise, general responsibilities described in this Article apply across all Service Orders.

§ 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 identify a representative authorized to act on the Owner's behalf with respect to the Project. 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.

§ 5.4 [Intentionally Deleted.]

§ 5.5 [Intentionally Deleted.]

§ 5.6 The Owner shall provide the Supplemental 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.

§ 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 Unless otherwise provided in this Agreement, 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.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that 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 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 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.

§ 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 and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within a reasonable time 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated 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, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.1.2 **Service Order Application.** References to the "Project," "Cost of the Work," or construction budget in this Article apply only to the project described in the relevant Service Order.

§ 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 Sections 5.2, 6.4 and 6.5. 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 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; 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 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, the 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.

§ 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 bid or proposal providing the best value to the Owner, 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; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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 services for modifying the Construction Documents shall be without additional compensation. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 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. The ownership and licensing provisions in this Article apply to Instruments of Service created under any Service Order issued pursuant to this Master Agreement.

§ 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. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 Upon execution of this Agreement, 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. 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.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

§ 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.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and 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.

§ 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.

§ 8.1.3 The Architect and Owner waive 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.

§ 8.1.4 **Service Order Claims.** Claims arising from a specific Service Order shall be resolved in accordance with this Article. Claims associated with multiple Service Orders may be consolidated at the discretion of the tribunal or as agreed by the parties.

§ 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 the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 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.

§ 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)*

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 Arbitration [Section Deleted.]

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Owner may terminate this Master Agreement pursuant to Article 9; however, such termination shall not automatically terminate any executed Service Order. Any Service Order may be terminated independently in accordance with the termination provisions of this Agreement, and such termination shall not affect the validity or enforceability of this Master Agreement with respect to other outstanding Service Orders.

If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, 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 seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 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.

§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

§ 9.4 Either party may terminate this Master Service Agreement upon not less than seven 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. Termination of this Master Agreement shall not affect any Service Order executed prior to the effective termination date. Each Service Order may be terminated independently in accordance with this Article without terminating this Master Agreement. Upon termination of this Master Agreement, the Architect shall complete all services authorized under active Service Orders unless otherwise agreed in writing.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7

(Paragraphs deleted)

[Paragraph Deleted.]

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 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. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 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.

§ 10.3 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.

§ 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 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 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.

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to 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. 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.

§ 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. Owner herein designates the following as confidential information: security measures; 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.

§ 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 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 of a conflict between this Master Agreement and a Service Order, the Service Order shall control for the project it governs. Otherwise, the terms of this Master Agreement prevail.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

§ 10.11 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

ineligible 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.

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

§ 10.15 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Compensation. Compensation for services shall be established in each Service Order. Unless expressly modified in a Service Order, the compensation terms, invoicing procedures, and payment provisions contained in this Master Agreement shall apply to all Service Orders.

OR

The parties agree that Compensation shall be as follows:

(Paragraph deleted)

% of the Cost of Work for Projects valued at \$	- \$
---	------

% of the Cost of Work for Projects valued at \$	- \$
---	------

(Paragraphs deleted)

% of the Cost of Work for Projects valued at \$	- \$
---	------

§ 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, 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.)

None.

§ 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.)

DRAFT FOR PROCUREMENT

§ 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 zero percent (0%), or as follows:

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

§ 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:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
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. Compensation paid in previous progress payments shall 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, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services 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 fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Rates Attached as **Exhibit A** hereto which are incorporated herein.

Employee or Category	Rate (\$0.00)
DRAFT FOR PROCUREMENT	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;
- .2 [Subsection Deleted.];
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 [Subsection Deleted.];
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 [Subsection Deleted.];
- .8 [Subsection Deleted.];
- .9 [Subsection Deleted.];
- .10 [Subsection Deleted.];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- .12 [Subsection Deleted.];

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

§ 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.)

None.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ZERO DOLLARS (\$0.00) 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.

§ 11.10.1.2 [Intentionally Deleted.]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Delinquent payments are subject to the Texas Prompt Pay Act, TEXAS GOVERNMENT CODE, Chapter 2251.

(Insert rate of monthly or annual interest agreed upon.)

§ 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.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement establishes the general terms and conditions under which the Owner may engage the Architect to provide professional services on an as-needed basis. The specific scope of services for each project shall be defined within individual Service Orders issued in conjunction with this Agreement.

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

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

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

Exhibit A: Hourly Rates

Exhibit B: Form for Service Order - AIA Document B221 (Service Order for Services Provided Under Master Agreement) is attached as Exhibit B and is incorporated herein by reference as a template for subsequent Service Orders, which shall become Exhibits B-1, B-2, B-3, etc. once executed. The parties may modify the B221 form or use an alternative Service Order format by mutual agreement

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

TAYLOR INDEPENDENT SCHOOL DISTRICT

COMPANY LEGAL NAME: _____

DRAFT FOR PROCUREMENT ONLY
- NOT FOR SIGNATURE

DRAFT FOR PROCUREMENT ONLY
- NOT FOR SIGNATURE

OWNER *(Signature)*

ARCHITECT *(Signature)*

Dr. Jennifer Garcia-Edwardson
Superintendent of Schools
Email: jedwardsen@taylorisd.org

Name: _____
Title : _____
Email: _____

(Printed name and title)

(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 17:45:58 on 11/19/2025.

PAGE 1

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AGREEMENT made as of the () day of **NOVEMBER** in the year **TWO THOUSAND TWENTY-FIVE (2025)**

...

Taylor Independent School District, a political subdivision and public school district of the State of Texas
3101 N. Main Street, Suite 104
Taylor, Texas 76574
Phone: (512) 3665-1391

...

DRAFT FOR PROCUREMENT

Firm Legal Name: _____, a _____ of the State of _____
Address: _____
Phone: _____

...

Taylor ISD: November 2025 Bond Construction Projects Master Service Agreement – To Be Assigned by B221 Service Order

The term 'Project' shall refer solely to the project described within an individual Service Order. The term 'Services' shall refer to those professional services identified within each Service Order, as supplemented by this Master Agreement.

The Owner and Architect agree as follows:
~~follows~~

PAGE 2

13 SCOPE OF THE AGREEMENT

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "TM" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

...

Master Agreement. This Agreement is intended to function as a master services agreement between the Owner and Architect. The terms and conditions of this Agreement shall govern all Professional Services performed by the Architect for the Owner under subsequently issued Service Orders executed pursuant to AIA Document B221, a template with is attached hereto or another mutually agreed service order form (each a "Service Order"). No services are authorized under this Agreement until a Service Order has been fully executed by both parties.

Service Orders. Each Service Order shall describe the specific project, scope of services, schedule, Owner responsibilities, compensation method, and any project-specific modifications applicable to that Service Order. A Service Order shall incorporate by reference the terms of this Master Agreement. In the event of conflict between this Master Agreement and a Service Order, the Service Order shall control only with respect to the specific project or services described therein; otherwise, the terms of this Master Agreement shall prevail.

No Obligation for Services. Execution of this Master Agreement does not obligate the Owner to issue, nor the Architect to accept, any Service Order. The Architect shall have no obligation to commence any services until a Service Order has been executed by both parties.

Term. This Master Agreement shall commence upon execution and shall remain in effect for a period of years or until terminated as provided herein. The Agreement may be extended by written amendment up to three additional one-year terms by approval of the Owner's Board of Trustees. All Service Orders issued prior to termination shall remain in effect and shall continue to be governed by this Agreement until completion or earlier termination of the applicable Service Order. All terms and conditions provided in this Master Agreement shall apply to all services performed under any Service Order unless expressly modified in such Service Order

Execution of this Master Agreement does not obligate the Owner to issue, nor the Architect to accept, any Service Order.

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PAGE 4

None.

...

Dr. Jennifer Garcia-Edwardson, Superintendent
Taylor Independent School District, a political subdivision and public school district of the State of Texas
3101 N. Main Street, Suite 104
Taylor, Texas 76574
Phone: (512) 3665-1391
Email: jedwardsen@taylorisd.org

...

DRAFT FOR PROCUREMENT

Name: _____ Title: _____
Address: _____
Phone: _____
Email: _____

...

DRAFT FOR PROCUREMENT

~~.2~~ Civil Engineer.2 Surveyor:

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...

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...

DRAFT FOR PROCUREMENT

Name: _____ Title: _____
Address: _____
Phone: _____
Email: _____

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DRAFT FOR PROCUREMENT

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~~.2~~ Mechanical, Electrical, and Plumbing Engineer:

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...

~~.2~~ Mechanical.3 Geotechnical Engineer:

DRAFT FOR PROCUREMENT

~~.4~~ Surveyor:

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§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and reliance on, 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.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ 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.

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§ 2.1.1 The Architect's responsibilities for each project or assignment shall be limited to those described within the applicable Service Order issued under this Agreement. Each Service Order shall define the specific scope of services, deliverables, schedule, and project-specific requirements.

§ 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~~, with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

...

§ 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. Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation:
(Including Waiver of Subrogation)

All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's

<u>Endorsement)</u>	<u>Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.</u>
<u>Professional Liability:</u>	
<u>Architect</u>	<u>\$3,000,000.00 per claim and</u> <u>\$5,000,000.00 in the aggregate.</u>
<u>Architect's Consultants</u>	<u>\$2,000,000.00 per claim and</u> <u>\$4,000,000.00 in the aggregate.</u>
<u>Commercial General Liability:</u>	
<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal and Advertising Injury</u>	<u>\$1,000,000.00 each person</u>
<u>Automobile Liability</u>	<u>\$1,000,000.00 combined single limit</u>
<u>Excess Umbrella Liability</u>	<u>\$5,000,000.00</u>

- .1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.
- .2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.
- .3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.
- .4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
- .5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

~~§ 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.~~

~~§ 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.~~

~~§ 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.

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 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.~~

§ 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. 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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

§ 2.9 Coordination with Owner's Program Manager.

The Owner has engaged a Program Manager ("PM") to provide program-level oversight, management, and coordination services for the Project. The Architect shall cooperate and coordinate with the PM as reasonably necessary to facilitate the performance of the PM's duties. Such cooperation shall include attending coordination meetings, providing information and documents reasonably requested by the PM, and incorporating direction or feedback transmitted through the PM that is consistent with the Owner's instructions.

§ 3.1 The Architect's Basic Services 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 will be set forth in each Service Order and may consist of any combination of the services described in this Article 3. The descriptions in this Article serve as a master menu of potential services and do not, by themselves, authorize any services unless included in a Service Order.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall ~~assist the Owner in connection with the Owner's responsibility~~ be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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 information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed. or as follows:

Civil Engineer	weekly or () times each month
Structural Engineer	weekly or () times each month
Mechanical Engineer	weekly or () times each month
Electrical Engineer	weekly or () times each month

- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such

Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

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§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

...

§ 3.5.2 Competitive Bidding Procurement

§ 3.5.2.1 ~~Bidding Procurement~~ Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in ~~bidding the Project by~~ the procurement process for Construction Services:

- .1 facilitating the distribution of ~~Bidding Procurement~~ Documents to prospective bidders;

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- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the ~~Bidding Procurement~~ Documents to the prospective bidders in the form of addenda; and,

...

§ 3.5.2.3 If the ~~Bidding Procurement~~ Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an ~~Additional Basic~~ Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

...

- .4 ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner if requested by Owner. the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.~~

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an ~~Additional Basic~~ Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 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-Construction~~, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. 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.

...

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

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§ 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 in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) ~~reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

...

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

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§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. ~~Documents as Basic Services.~~ 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 as Basic Services.

...

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. 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 not involving an adjustment in the Contract Sum, 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 compensated under Section 11.1.

...

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

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ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 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 Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally Deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. Basic Services or Supplemental Services as indicated. 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 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.

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

§ 4.1.1.26 Multiple bid packages	<u>Architect – Basic Service</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect – Basic Service</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect – Basic Service</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>
§ 4.1.1.31 Surveys	<u>Architect - Basic Service</u>
§ 4.1.1.32 Geotechnical Engineering	<u>Architect – Basic Service</u>

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Self-Explanatory.

...

Not Applicable.

§ 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. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.~~

...

- ~~.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work, or procurement or delivery method; Work;~~
- ~~.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~[Section Deleted.]

...

- ~~.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; or~~
- ~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~[Section Deleted.]
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~[Section Deleted.]
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~[Section Deleted.]
- ~~.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~[Section Deleted.]
- ~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~[Section Deleted.]
- ~~.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or, construction.~~
- ~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~[Section Deleted.]

§ 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. [Paragraph Deleted.]~~

...

- ~~.1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~.2 () visits to the site by the Architect during construction [Section Deleted.]~~
- ~~.3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4 () inspections for any portion of the Work to determine final completion.~~
- ~~.5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.~~

~~§ 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. [Paragraph 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. [Paragraph Deleted.]~~

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§ 5.1.2 Project-Specific Requirements. Project-specific Owner responsibilities shall be identified in the applicable Service Order. Unless stated otherwise, general responsibilities described in this Article apply across all Service Orders.

...

§ 5.4 The Owner shall furnish surveys to describe 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. [Intentionally Deleted.]

§ 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. [Intentionally Deleted.]

...

§ 5.9 ~~The~~ Unless otherwise provided in this Agreement, 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.

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§ 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 and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within ~~15 days~~ a reasonable time 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.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated 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, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.1.2 Service Order Application. References to the "Project," "Cost of the Work," or construction budget in this Article apply only to the project described in the relevant Service Order.

§ 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. 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.

...

§ 6.6 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,~~ bid or proposal providing the best value to the Owner, the Owner shall

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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.~~

...

§ 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. The ownership and licensing provisions in this Article apply to Instruments of Service created under any Service Order issued pursuant to this Master Agreement.

§ 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. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 ~~The~~ Upon execution of this Agreement, 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.~~ Project. 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.~~

§ 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. The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.~~

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

...

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

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and 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.

...

§ 8.1.4 Service Order Claims. Claims arising from a specific Service Order shall be resolved in accordance with this Article. Claims associated with multiple Service Orders may be consolidated at the discretion of the tribunal or as agreed by the parties.

§ 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 the initiation of litigation.

§ 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 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. Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

...

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration [Section Deleted.]

§ 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.

§ 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.

§ 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.

§ 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.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 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).~~

~~§ 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.~~

~~§ 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.~~

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

§ 9.1 Owner may terminate this Master Agreement pursuant to Article 9; however, such termination shall not automatically terminate any executed Service Order. Any Service Order may be terminated independently in accordance with the termination provisions of this Agreement, and such termination shall not affect the validity or enforceability of this Master Agreement with respect to other outstanding Service Orders.

~~If the Owner fails to make payments to the Architect in accordance with this Agreement, Agreement through no fault of the Architect, 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. Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of 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. Owner.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for 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. 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.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice. Upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.~~

~~§ 9.4 Either party may terminate this Master Service Agreement upon not less than seven 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. Termination of this Master Agreement shall not affect any Service Order executed prior to the effective termination date. Each Service Order may be terminated independently in accordance with this Article without terminating this Master Agreement. Upon termination of this Master Agreement, the Architect shall complete all services authorized under active Service Orders unless otherwise agreed in writing.~~

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~~§ 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. In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.~~

~~§ 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:~~

~~[Paragraph Deleted.]~~

...

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are is set forth in Article 7 and Section 9.7.7.~~

...

~~§ 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. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.~~

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~~§ 10.6 Unless otherwise required in this Agreement, the Architect The Architect and Architect's consultants 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 handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.~~

~~§ 10.7 The With prior written consent of the Owner, the Architect shall have the right to 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. 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.~~

~~§ 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. Owner herein designates the following as confidential information: security measures; 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.

§ 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 of a conflict between this Master Agreement and a Service Order, the Service Order shall control for the project it governs. Otherwise, the terms of this Master Agreement prevail.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

§ 10.11 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 ineligible 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.

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

§ 10.15 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be

effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

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1. ~~Stipulated Sum~~ **Compensation.** Compensation for services shall be established in each Service Order. Unless expressly modified in a Service Order, the compensation terms, invoicing procedures, and payment provisions contained in this Master Agreement shall apply to all Service Orders.

(Insert amount)

OR

The parties agree that Compensation shall be as follows:

2. **Percentage Basis**

(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section

11.6. % of the Cost of Work for Projects valued at \$ - \$

% of the Cost of Work for Projects valued at \$ - \$

3. **Other**

(Describe the method of compensation)

% of the Cost of Work for Projects valued at \$ - \$

...

None.

...

DRAFT FOR PROCUREMENT

§ 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 (%), zero percent (0%), or as follows:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	)	%)
Design Development Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	)	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	)	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	)	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</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.

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§ 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,~~ fixed for the term of this Agreement.

...

See Rates Attached as Exhibit A hereto which are incorporated herein.

...

DRAFT FOR PROCUREMENT

...

- .1 Transportation and authorized out-of-town travel and ~~subsistence;~~ subsistence except travel to and from the Project site;
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~ [Subsection Deleted.];

...

- .5 ~~Postage, handling, and delivery;~~ [Subsection Deleted.];

...

- .7 ~~Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~ [Subsection 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;~~ [Subsection Deleted.];
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~ [Subsection Deleted.];
- .10 ~~Site office expenses;~~ [Subsection 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, Objective.~~
- .12 ~~Other similar Project related expenditures.~~ [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ zero percent (0%) of the expenses incurred.

...

None.

...

§ 11.10.1.1 An initial payment of (~~\$—~~) ZERO DOLLARS (\$0.00) 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.

§ 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 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.~~ Delinquent payments are subject to the Texas Prompt Pay Act, TEXAS GOVERNMENT CODE, Chapter 2251.

(Insert rate of monthly or annual interest agreed upon.)

—%

§ 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.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

...

§ 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. This Agreement may be amended only by written instrument signed by both the Owner and Architect. establishes the general terms and conditions under which the Owner may engage the Architect to provide professional services on an as-needed basis. The specific scope of services for each project shall be defined within individual Service Orders issued in conjunction with this Agreement.

...

.2 Building Information Modeling Exhibit, if completed: [intentionally deleted.]

...

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

Exhibit A: Hourly Rates

Exhibit B: Form for Service Order - AIA Document B221 (Service Order for Services Provided Under Master Agreement) is attached as Exhibit B and is incorporated herein by reference as a template for subsequent Service Orders, which shall become Exhibits B-1, B-2, B-3, etc. once executed. The parties may modify the B221 form or use an alternative Service Order format by mutual agreement

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TAYLOR INDEPENDENT SCHOOL DISTRICT

COMPANY LEGAL NAME: _____

DRAFT FOR PROCUREMENT ONLY

- NOT FOR SIGNATURE

DRAFT FOR PROCUREMENT ONLY

- NOT FOR SIGNATURE

...

Dr. Jennifer Garcia-Edwardson
Superintendent of Schools
Email: jedwardsen@taylorisd.org

Name: _____
Title : _____
Email: _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 17:45:58 on 11/19/2025 under Order No. 20250116623 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)

(Title)

(Dated)

EXHIBIT I

DRAFT AIA B221 – 2018

AIA® Document B221™ – 2018

Service Order for use with *Master Agreement Between Owner and Architect*

SERVICE ORDER number _____ made as of the _____ day of _____
in the year TWO THOUSAND TWENTY-_____
(In words, indicate day, month, and year.)

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

Taylor Independent School District, a political subdivision and public school district of the
State of Texas
3101 N. Main Street, Suite 104
Taylor, Texas 76574
Phone: (512) 365-1391

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

DRAFT FOR PROCUREMENT

Firm Legal Name: _____, a _____ of the State of _____
Address: _____
Phone: _____

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

EXHIBIT ONLY

THE SERVICE AGREEMENT

This Service Order, together with the AIA B101 Master Agreement between Owner and
Architect dated the _____ day of _____ in the year _____

(In words, indicate day, month, and year.)

form a Service Agreement.

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.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	PROJECT INFORMATION
2	SERVICES UNDER THIS SERVICE ORDER
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	COMPENSATION
5	INSURANCE
6	PARTY REPRESENTATIVES
7	ATTACHMENTS AND EXHIBITS

ARTICLE 1 PROJECT INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Project Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

DRAFT FOR EXHIBIT ONLY

§ 1.1.1 The Project's physical characteristics: DRAFT FOR EXHIBIT ONLY

§ 1.1.2 The Owner's budget for the Cost of the Work: The estimated Construction Cost for this Project is \$ _____ (_____ DOLLARS)

§ 1.1.3 The Owner intends the following procurement or delivery method for the Project: To be determined

§ 1.1.3 Other Project information:

§ 1.2 The Owner and Architect may rely on the Project Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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 Project Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 **Basic Services.** The Architect's Services under this Service Order are described below. Unless otherwise stated below, the Services described in this Paragraph 2.1 shall be in addition to the usual and customary structural, mechanical, civil and electrical engineering services and such other services that are identified in the AIA Document, B101-2018 Master Agreement Between Owner and Architect, as amended by the Owner, dated _____, ("Master Agreement") applicable to this Service Order.

Basic Services In Addition To Those Stated In The Master Agreement, if any:

- ☐ None.
☐ As Follows:

Basic Services Excluded From Those Stated In The Master Agreement, if any:

- ☐ None.
☐ As Follows:

(Paragraphs deleted)

§ 2.2 Optional Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

The Architect's Additional Services under this Service Order are as described below unless otherwise stated below, the Services described in this Paragraph 2.2 shall be in addition to the Supplementary and Additional Services, identified as Optional Additional Services in Article 5 of the Master Agreement.

Optional Additional Services In Addition To Those Stated In The Master Agreement, if any:

- ☐ None.
- ☐ As Follows:

Optional Additional Excluded From Those Stated In The Master Agreement, if any:

- ☐ None.
- ☐ As Follows:

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

DRAFT FOR EXHIBIT ONLY

- .2 Substantial Completion date:

DRAFT FOR EXHIBIT ONLY

- .3 One Hundred Percent (100%) Construction Drawings, Plans and Specifications Completion Date:

DRAFT FOR EXHIBIT ONLY

Time is of the essence in scheduling this Project.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1, the Owner shall compensate the Architect in accordance with the Compensation formulas identified in Article 11.1 of the Master Agreement applicable to this Service Order as follows:

- .1 Stipulated Sum
(Insert amount)

- .2 Percentage Basis
(Insert percentage value)

() % of the of the Cost of the Work, with an estimated Construction Cost of
_____ DOLLARS (\$ _____).

- .3 Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 5.1 or in the Master Agreement, the Architect shall be compensated in accordance with the Fixed Rate Fee Schedule attached to the Master Agreement applicable to this Service Order as **Exhibit B** or in accordance with the Lump Sum Fees identified in Section 11.2 of the Master Agreement applicable to this Service Order, with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

DRAFT FOR EXHIBIT ONLY

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with Section 11.7 (including all subsections) of the Master Agreement applicable to this Service Order unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

DRAFT FOR EXHIBIT ONLY

§ 4.4 When compensation identified in Section 4.1 is based on a stipulated sum or on a percentage of the Cost of the Work or on a percentage of Construction Costs, progress payments for each phase of Basic Services shall be calculated in accordance with the Percentages set out in Section 11.5 of the Master Agreement.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with Article 3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

DRAFT FOR EXHIBIT ONLY

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits
N/A	N/A

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Dr. Jennifer Garcia-Edwardsen, Superintendent of School
Taylor Independent School District
3101 N. Main Street, Suite 104
Taylor, Texas 76574
Phone: (512) 365-1391
Email: jedwardsen@taylorisd.org

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

DRAFT FOR PROCUREMENT

Firm Legal Name: _____

Init.

Name: _____ Title: _____
Address: _____
Phone: _____
Email: _____

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders dated: _____;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit B of Master Agreement – Fixed Rate Fee Schedule

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

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

TAYLOR INDEPENDENT SCHOOL DISTRICT

COMPANY LEGAL NAME: _____

[DO NOT SIGN -DRAFT FOR EXHIBIT ONLY]

[DO NOT SIGN -DRAFT FOR EXHIBIT ONLY]

OWNER (Signature)

Dr. Jennifer Garcia-Edwardsen
Superintendent of Schools
Email: jedwardsen@taylorisd.org

(Printed name and title)

ARCHITECT (Signature)

Name : _____
Title : _____
Email: _____

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B221™ – 2018

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 17:47:07 on 11/19/2025.

PAGE 1

SERVICE ORDER number _____ made as of the _____ day of _____ in the
year TWO THOUSAND TWENTY-

...

Taylor Independent School District, a political subdivision and public school district of the State of Texas
3101 N. Main Street, Suite 104
Taylor, Texas 76574
Phone: (512) 365-1391

...

DRAFT FOR PROCUREMENT

Firm Legal Name: _____, a _____ of the State of _____
Address: _____
Phone: _____

...

EXHIBIT ONLY

...

This Service Order, together with the AIA B101 Master Agreement between Owner and Architect dated the
_____ day of _____ in the year _____

PAGE 2

1 INITIAL PROJECT INFORMATION

...

ARTICLE 1 — INITIAL INFORMATION

ARTICLE 1 PROJECT INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the ~~Initial Project~~ Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

DRAFT FOR EXHIBIT ONLY

§ 1.1.1 The Project's physical characteristics: **DRAFT FOR EXHIBIT ONLY**

§ 1.1.2 The Owner's budget for the Cost of the Work: The estimated Construction Cost for this Project is
\$ _____ (_____ DOLLARS)

§ 1.1.3 The Owner intends the following procurement or delivery method for the Project: To be determined

§ 1.1.3 Other Project information:

§ 1.2 The Owner and Architect may rely on the ~~Initial Project~~ Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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 Project~~ Information.

...

§ 2.1 Basic Services. The Architect's Services under this Service Order are described ~~below or in an exhibit to this Service Order, such as a Scope of Architect's Services document below.~~ Unless otherwise stated below, the Services described in this Paragraph 2.1 shall be in addition to the usual and customary structural, mechanical, civil and electrical engineering services and such other services that are identified in the AIA Document, B101-2018 Master Agreement Between Owner and Architect, as amended by the Owner, dated _____, ("Master Agreement") applicable to this Service Order.

Basic Services In Addition To Those Stated In The Master Agreement, if any:

☐ None.

☐ As Follows:

Basic Services Excluded From Those Stated In The Master Agreement, if any:

☐ None.

☐ As Follows:

~~§ 2.1.1 Basic Services~~

~~(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)~~

~~§ 2.1.2 Additional Services~~

~~(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)~~

§ 2.2 Optional Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

The Architect's Additional Services under this Service Order are as described below unless otherwise stated below, the Services described in this Paragraph 2.2 shall be in addition to the Supplementary and Additional Services, identified as Optional Additional Services in Article 5 of the Master Agreement.

Optional Additional Services In Addition To Those Stated In The Master Agreement, if any:

☐ None.

☐ As Follows:

Optional Additional Excluded From Those Stated In The Master Agreement, if any:

☐ None.

☐ As Follows:

PAGE 3

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.2 Substantial Completion date:

DRAFT FOR EXHIBIT ONLY

.3 One Hundred Percent (100%) Construction Drawings, Plans and Specifications Completion Date:

DRAFT FOR EXHIBIT ONLY

Time is of the essence in scheduling this Project.

...

§ 4.1 For Basic Services described under Section ~~2.1.1, 2.1,~~ the Owner shall compensate the Architect in accordance with the Compensation formulas identified in Article 11.1 of the Master Agreement applicable to this Service Order as follows:

...

() % of the Owner's budget for of the Cost of the Work, as calculated in accordance with Section 4.4 with an estimated Construction Cost of _____ DOLLARS (\$ _____).

PAGE 4

§ 4.2 For Additional Services described under Section ~~2.1.2-5.1~~ or in the Master Agreement, the Architect shall be compensated in accordance with the Fixed Rate Fee Schedule attached to the Master Agreement applicable to this Service Order as **Exhibit B** or in accordance with the Lump Sum Fees identified in Section 11.2 of the Master Agreement applicable to this Service Order, with the Master Agreement unless otherwise set forth below:

...

DRAFT FOR EXHIBIT ONLY

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with Section 11.7 (including all subsections) of the Master Agreement applicable to this Service Order unless otherwise set forth below:

...

DRAFT FOR EXHIBIT ONLY

§ 4.4 When compensation identified in Section 4.1 is ~~on a percentage basis, based on a stipulated sum or on a percentage of the Cost of the Work or on a percentage of Construction Costs,~~ 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 in accordance with the Percentages set out in Section 11.5 of the Master Agreement.

...

§ 5.1 Insurance shall be in accordance with ~~section 3.3~~ Article 3 of the Master Agreement, except as indicated below:

...

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...

N/A

N/A

...

Dr. Jennifer Garcia-Edwardsen, Superintendent of School
Taylor Independent School District
3101 N. Main Street, Suite 104
Taylor, Texas 76574
Phone: (512) 365-1391
Email: jedwardsen@taylorisd.org

...

DRAFT FOR PROCUREMENT

Firm Legal Name: _____

Name: _____ Title: _____

Address: _____

Phone: _____

Email: _____

PAGE 5

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders; Orders dated: _____;

...

Exhibit B of Master Agreement – Fixed Rate Fee Schedule

...

TAYLOR INDEPENDENT SCHOOL DISTRICT

COMPANY LEGAL NAME: _____

[DO NOT SIGN -DRAFT FOR EXHIBIT ONLY]

[DO NOT SIGN -DRAFT FOR EXHIBIT ONLY]

...

Dr. Jennifer Garcia-Edwardsen
Superintendent of Schools
Email: jedwardsen@taylorisd.org

Name : _____
Title : _____
Email: _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 17:47:07 on 11/19/2025 under Order No. 20250116623 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)