

TOMBALL INDEPENDENT SCHOOL DISTRICT

Request for Qualifications for Professional Services Consultants on an Indefinite Delivery,
Indefinite Quantity (IDIQ) Basis
RFQ-IDIQ #992-25/31

Addendum No. 01

July 14, 2025

Questions and Clarifications to the RFQ Document:

1. *Question:* The Excel file appears to be password protected. Can you provide the password? Cell 63B does not allow us to populate.

Response: The file is password protected but the required cells should not be. I have not received an answer to this yet. I am expecting one by tomorrow afternoon, July 14. Please check the website for another addendum.

2. *Question:* We are submitting on the MEP, Commissioning and Technology portion of work. Technology is not provided for in the file. Is there something missing or not visible?

Response: You are correct, there are 4 disciplines not listed and being added. Civil Engineering Sports, Technology Consulting, Interior Design, & Landscape Architects. You are to provide a separate file for each that is listed in the RFQ. I expect an update to post by tomorrow afternoon, July 14.

3. *Question:* We want to submit on this RFQ for commissioning. However, our experience is outside of Harris County. Does this disqualify us?

Response: No. The RFQ states Harris County or its contiguous counties. While it is desired, it is not required to qualify for consideration.

4. *Question:* Our team had a question regarding Section 2 – Firm Profile and Relevant Experience, Question 2 on Resumes. Could you please clarify which team members' resumes you would like us to include in our response?

Response: Please provide resumes for the firm's key team assigned. Principal in Charge or equivalent to your firm structure, and the Project Manager/Architect as listed depending on your firm structure, whom you propose to be assigned to the RFQ if selected.

TOMBALL INDEPENDENT SCHOOL DISTRICT

Request for Qualifications for Professional Services Consultants on an Indefinite Delivery,
Indefinite Quantity (IDIQ) Basis
RFQ-IDIQ #992-25/31

5. *Question:* We have a question regarding this RFQ for Tomball ISD, specifically the 10 projects we are to submit as references (Section VI. D. 1. d.). Do we need 10 unique clients, or can some of the separate projects be with the same client?

Response: Variety is generally best but if they are separate projects it should not matter regarding the Client.

6. *Question:* We would like to confirm that we can submit as a prime contractor for RFQ-IDIQ #992-25/31 for Tabs B, C, D, G, H without responding for all categories. If so, should there be separate Excel files for each category, or can the content be combined?

Response: Yes. And yes you will need to use a separate excel file for each one you are proposing on.

7. *Question:* Could you please confirm whether attendance at the Pre-Proposal Conference scheduled for July 17th at 2:00 PM is mandatory for firms intending to pursue the IDIQ?

Response: While it is recommended it is not required and does not directly affect submission. However, with few exceptions, we do not issue questions and answers from this meeting.

8. *Question:* Exhibit Q, the AIA agreement and service order have not been posted. Do you know when these will be available?

Response: They are attached in this Addendum #01.

End of Addendum

DRAFT AIA® Document B121™ – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the « » day of « » in the year «2025»
(In words, indicate day, month, and year.)

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

Tomball Independent School District
310 S. Cherry Street
Tomball, Texas 77375

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

TBD

The use of the term "Architect" throughout this Agreement shall apply to the professional services of Architects or Engineers authorized by law to perform the services described 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. The Architect/Engineer shall provide architectural/engineering services for the Project as described in this Agreement. The Architect shall comply with Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. The Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. 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.

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

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™-2018, Service Order for use with Master Agreement Between Owner and Architect

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	SERVICE ORDERS
3	ARCHITECT'S RESPONSIBILITIES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COPYRIGHTS AND LICENSES
7	CLAIMS AND DISPUTES
8	TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
9	COMPENSATION
10	MISCELLANEOUS PROVISIONS
11	SPECIAL TERMS AND CONDITIONS
12	SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

« The Owner's Board of Trustees, by majority vote at a duly noticed and lawfully called public meeting, is the only representative of Owner, a Texas independent school district organized under the laws of the State of Texas, having the power to enter into a contract, to execute a change order requiring an increase in the Contract Sum, or to agree to an extension to the contractual completion date, unless this authority is lawfully delegated. The Board may designate in writing an authorized representative (or representatives), as appropriate, to act on its behalf during the course of construction. Such authorized representative shall have authority to act on behalf of the Owner concerning decisions that do not require a majority vote of the Board of Trustees and shall have the authority to bind the Owner only to the extent expressly authorized or delegated by the Board of Trustees. The authorized representative shall have no implied authority. Such authorized representative shall also bring recommendations to the Board of Trustees on any matter requiring Board approval. In the event that changes in the scope of the Work are required before the Board's next regularly scheduled meeting or in order to facilitate and expedite the timely completion of the Work, the

Board's authorized representative shall have authority to approve construction changes that do not exceed \$50,000.00 in increased costs. Any such change shall be confirmed in writing between the Contractor and the Board's authorized representative and notice of such approved changes shall be given to the Board at its next regularly scheduled meeting. The Board shall act as soon as reasonably possible to avoid unnecessary delays in the construction completion date. Except as expressly authorized by the Owner or the Contract Documents, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

The Owner's authorized representative: Superintendent of Schools

Name
Tomball ISD
310 S. Cherry Street
Tomball, Texas 77375

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

TBD
Name
Company
Address
City/State/Zip Code

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference. Service Orders shall incorporate all exhibits and attachments which are in force and a part of this Master Agreement at the time of issuance unless specifically excluded in the Service Order.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall use the Architect's best efforts, skill, judgment and abilities to perform the services in compliance with all laws, regulations, codes, ordinances and orders of governmental bodies having jurisdiction, to further the interests of the Owner in accordance with the Owner's requirements and procedures, and to represent that the Project if built in compliance with the plans and specifications, will comply with all applicable laws, codes and ordinances. The Architect shall be responsible to the Owner for related 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, conflicts, 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. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 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 Master Agreement or any Service Agreement. The Architect shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall be responsible for making, and agrees to make, timely payment to all Engineers and Consultants retained by the Architect for the Project.

§ 3.3 The Architect shall provide and maintain the following insurance with indemnification limits not less than the amounts indicated, until termination of this Agreement. The Architect and Consultants shall not commence work until all required insurance coverage has been obtained and such insurance has been reviewed and accepted by the Owner. Certificates of Insurance on the current ACORD form shall be issued to the Owner showing all required insurance coverage.

Insurance Required	Limit Required
Automobile Liability Insurance covering Any Auto	\$1,000,000.00 Combined Single Limit (Ea. Accident)
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	\$1,000,000.00 Occurrence \$2,000,000.00 Aggregate \$1,000,000.00 Personal and Advertising Injury \$500,000.00 Fire Damage \$10,000.00 Medical Payments Per Project Aggregate. Evidence of coverage must be shown on certificates of insurance
Professional Errors and Omissions Liability Insurance required for all licensed or certified professionals, (e.g., all Architects and Engineers)	\$1,000,000.00 Per Claim and Per Occurrence \$1,000,000.00 Annual Aggregate Retroactive to date preceding date of contract must be shown in the Comments/Remarks Section of the ACORD form. Professional Errors and Omissions Liability Insurance shall be maintained for three (3) years past substantial completion of construction contract, including last completed phase for phased project delivery. If coverage is cancelled or non-renewed prior to contract completion date, the Architect shall purchase "Extended Reporting Period" coverage for three (3) year period.
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act	Statutory Limits
Employers Liability Insurance	\$1,000,000.00 Each Accident \$1,000,000.00 Disease – Each Employee \$1,000,000.00 Disease – Policy Limit
Umbrella or Excess Liability insurance	\$3,000,000.00 Each Occurrence \$3,000,000.00 Aggregate

§ 3.3.1 The required insurance must be written by companies acceptable to the Owner. The required insurance policies, except for professional liability insurance and worker's compensation insurance, shall and must name the Owner and Program Manager, its officials, employees, and officers as additional insureds. The required insurance policies shall contain no specific limitations on the coverage afforded the Additional Insureds.

§ 3.3.2 All insurance and limits of liability required herein shall be in effect as of the earlier of the effective date of this Agreement or the date of the commencement of Architect's services in relation to the Project and shall remain in effect continuously throughout the term of this Agreement or for such longer periods as are required herein. In the case of Professional Liability insurance, the required coverage and limits of liability shall remain in effect for a minimum period of two (2) years following the completion of professional services hereunder.

§ 3.3.3 If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty—six (36) months following completion of this Agreement and acceptance by Owner

§ 3.3.4 The Workers' Compensation insurance policy required herein shall contain a waiver of subrogation in favor of Owner, its officials, employees, and officers, whether by way of an approved endorsement or otherwise.

§ 3.3.5 The Architect shall be responsible for verifying insurance coverage in the required amounts of all Consultants or other professionals employed by or used by the Architect and obtaining the required certificates of insurance before any such Consultants or other professionals begin work on the Project.

§ 3.3.6 The insurance policies required by this Agreement shall be endorsed to reflect that the Architect's insurance coverage is primary over any other applicable insurance coverage held by Owner.

§ 3.3.7 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense.

§ 3.3.8 Certificates of insurance acceptable to the Owner and naming the Owner, its officials, employees, and officers as additional insureds shall be filed with the Owner prior to commencement of the Architect's services or the services of consultants to the Architect or other professionals employed or used by Architect in relation to the Project, and thereafter upon renewal or replacement of each required *policy* of insurance. These certificates and the insurance policies required herein shall contain a provision that coverages afforded under the policies will not be canceled, non-renewed, allowed to expire, or materially changed until at least 30 days' prior written notice has been given to the Owner.

§ 3.3.9 The Architect shall notify Owner in writing and by certified mail or personal delivery, within ten (10) days after the Architect knew or should have known of any change that materially affects the provision of the required insurance coverages of any person providing services on the Project.

§ 3.3.10 Because the Architect will be performing on-site services and observations, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, or TWCC-84), showing statutory worker's compensation coverage for the Architect and its employees providing services on the Project is required for the duration of the Project.

§ 3.3.10.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's work on the Project has been completed and accepted by the Owner.

§ 3.3.10.2 Employees providing services on the Project include all persons or entities *employed* or contracted by the Architect and performing all or part of the services the Architect has undertaken to perform on the Project, that furnishes persons to provide services on the Project.

§ 3.3.10.3 If coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 3.3.10.4 The Architect shall obtain from each person providing services on the Project, and provide to the Owner:

- .1 A certificate of coverage, prior to that person beginning work on the Project, so Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project.
- .2 No later than seven (7) days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 3.3.10.5 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and *payroll* amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, or other civil actions.

§ 3.3.11 The Architect's failure to comply with any of the provisions in this § 3.3 and its subparts is a material breach of contract by the Architect that entitles the Owner to immediately declare the contract void and terminate this Agreement.

§ 3.3.12 All Consultants retained to work for Architect or retained at Architect's expense shall carry the same amounts under the same conditions as described in this § 3.3 and its subparts.

§ 3.4 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 the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants in accordance with 19 TAC § 61.140. 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. Architect shall also promptly respond to notices from Owner regarding Owner's discovery of unworkable details, errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services. The Architect agrees to notify the Owner of any response which may incur a cost as soon as it is discovered.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall not be responsible for an Owner's directive or substitution made or given without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040 and Texas Health and Safety Code Chapter 341. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect shall also certify that the Construction Documents conform to the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the Owner, as required by 19 TAC Section 61.1040. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service.

§ 3.6 The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. In designing the Project, the Architect shall be responsible for contacting and compliance with applicable design requirements imposed by those authorities and such entities providing utility services. The Architect shall bear any remedial costs to correct or replace Work not designed in compliance with current federal, state, or local laws at the time the Project is designed and permitted.

§ 3.7 The Architect shall provide recommendations and the Architect shall respond to Owner requests with regard to accelerated or fast-track scheduling, procurement or phased construction so as to facilitate the preparation of Individual Package Pricing by the Contractor. The Architect shall take into consideration cost reductions, cost

information, constructability, provisions for temporary facilities and procurement and construction scheduling issues in making recommendations. When approved by the Owner, the Architect shall complete those activities in Article 3 to accomplish the completion of phased project delivery.

§ 3.8 The Architect shall perform other duties as Basic Services which are outlined in each Service Order.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3. No charges for Additional Services will be incurred by Architect without the prior written approval of the Owner.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, 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 including but not limited to:

- .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, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information as requested, if available, in a timely manner regarding its requirements, objectives, scheduling and limitations for the Project.

§ 5.2 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.

§ 5.3 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, 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 Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner may, in its sole direction, furnish legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

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

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

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner acknowledge 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 in relation to a Service Agreement.

§ 6.2 The Architect shall provide the Owner with one set of bond prints, specifications in Microsoft Word, drawings in both PDF and AutoCAD format (in hard copy and portable drives) using current latest version. Observation reports and other construction documents of any kind shall be the property of the Owner, upon their completion. The Owner shall have the right to use the Architect's Instruments of Service to make derivative works thereof for the purpose of completing the Project in the event the 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. The Owner releases the Architect and Architect's consultants from all liability if any such documents are repeated or modified without the Architect's knowledge. The Owner may not use the documents for construction of any other project or facility without the written consent of Architect, which shall not be unreasonably withheld.

§ 6.3 The Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service, which can be used by the Owner for the purposes of constructing, using, occupying, maintaining, completing, altering and/or adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master 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. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master 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. "Construction Documents" means all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

§ 6.3.1 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.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master 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 or misuse by the Owner of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Master Agreement and/or any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by Texas law.. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement.

§ 7.1.2 Intentionally deleted.

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

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

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement may, only upon mutual agreement by both parties, be submitted to mediation as a condition precedent the institution of legal or equitable proceedings by either party, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 7.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by informal negotiation or mediation, if agreed to by the parties. Mediation costs shall be shared equally by the parties. Nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters between the parties. At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services of the Agreement.

§ 7.2.3 The mediation shall be held in Harris County where the Owner's administrative office is located. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 7.2.4 If the parties do not resolve a dispute pursuant to this Section 7.2, the method of binding dispute resolution shall by litigation in a court of competent jurisdiction.
(Check the appropriate box.)

§ 7.3 Arbitration

The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration.

§ 7.3.4 Consolidation or Joinder
Intentionally deleted.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 Intentionally deleted.

§ 8.2 Intentionally deleted.

§ 8.3 Intentionally deleted.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

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

§ 8.6 In the event of any termination of this Agreement, the Architect shall be paid the fee owed, based upon the Architect's services performed to the date of notice of termination, together with Reimbursable Expenses then due.

§ 8.7 Intentionally deleted.

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Final Completion of the Project or last completed phase in the case of phased Projects.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« For services of Architect's principals and employees engaged directly on the Project performed or furnished, an amount equal to Architect's direct labor cost times a factor of 2.8. For services of Architect's Consultants engaged directly on the Project performed or furnished, an amount equal to Architect's direct labor cost times a factor of 2.8 Direct Labor Cost means salaries and wages (basic, premium and incentive) paid to personnel, but does not include indirect payroll related costs or fringe benefits. »

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

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

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

Hourly, as described in Exhibit A (Architects Rate Schedule), or as agreed upon by Owner and Architect in writing and in advance of performance of any Supplemental Services.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- 1 Out-of-town transportation, for those miles over 50 encountered during the trip, and subsistence, when approved in advance by the Owner in writing;
- 2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- 3 Reproductions, plots, standard form documents, and courier expenses;
- 4 Expenses of overtime Work requiring higher than regular rates, if authorized in advance by the Owner in writing, except when necessitated by error or omissions of the Architect;
- 5 Models, mock-ups, professional photography, and presentation materials requested by the Owner, and;
- 6 Other similar Project-related expenses, if approved in advance by the Owner in writing.

.7 When applicable, fees paid for Surveying and Platting Services or as defined by Service Order.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «zero » percent («0.0 » %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Project by a separate Service Agreement unless modified in the corresponding Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments for undisputed amounts are due within forty-five (45) days after the date of the Owner's receipt of the Architect's invoice. Undisputed amounts that remain unpaid for more than forty-five (45) days after Owner's receipt of Architect's invoice shall bear interest at the lesser of six percent (6%) per annum or the rate specified by Texas Government Code 2251.025 or its successor. Backup documentation for reimbursable expenses and work completed shall include Exhibit C.

§ 9.5.1.2 The Owner may withhold payments after appropriate notice as to the reasons for the withholding, to Architect for the purposes of reimbursing Owner for any damages caused by Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner at the time of Architect's presentation of invoice and shall match those provided in Exhibit A of this Agreement unless adjusted in a Service Order.

§ 9.5.1.4 When compensation for Basic Services is based on a stipulated sum or a percentage basis of the Cost of the Work, Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services as noted below. Compensation for Basic services will be deemed earned upon satisfactory completion of the phases. Fee Percentages of phases may be negotiated based on the defined scope of work of a Service Order. Phases of work shall be established for each Service Order as provided by the Architect in their proposal. The phases of work are generally defined as:

Programming/Schematic Design Phase: Ten Percent (10%)

Design Development Phase: Thirty Percent (30%)

Construction Document Phase: Thirty Percent (30%)

Proposal or Negotiation Phase: Four Percent (4%)

Construction Phase: Twenty Percent (20%)

Closeout Phase (payable upon final payment to contractor) Three Percent (3%)

Warranty Phase (payable monthly during 12-months after Substantial Completion) Three Percent (3%)

Total Basic Compensation: One Hundred Percent (100%)

§ 9.5.1.5 Where compensation is based on a percentage of the cost of work, any adjustments shall be made within forty-five (45) days of the acceptance of a final bid including any adjustments for Alternates identified in the bidding process or during negotiations with the General Contractor. Notification of compensation adjustment shall be by written authorization from the Owner. For compensation regarding Alternates fees shall be established based on Article 9.6.2 and Article 9.8.

§ 9.6 The Architect shall provide a basic services fee proposal when a notice of selection for a specific project is made. This fee shall serve as the basis of initiating work on a project. Any adjustments to this fee shall be as defined in Article 9.5.1.5. The Architect's Basic Services fee shall be calculated by multiplying the percentages identified in the Architect's accepted proposal by the Owner's most recent budget for the Cost of the Work at the intervals stated in the corresponding Service Order, which shall be invoiced by the incremental proportion of services performed within each phase listed in Article 9.5.

§ 9.6.1 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.

§ 9.6.2 Compensation for Alternate designs deleted or otherwise not constructed. Provided the Architect satisfies the requirements of section 4.1.1.30.3, and when compensation is on a percentage basis, and Alternate 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. Prior to bidding, the Cost of the Work shall be based on the most recent Estimate of the Cost of the Work for the Alternate(s). After bidding, the Cost of the Work shall be the average price proposal received for the Alternate(s). For those Alternate designs that are accepted and constructed, the Cost of the Work shall be based on the awarded amount. If the requirements of section 4.1.1.30.3 are not satisfied, in the sole opinion of the Owner, the Architect will not be entitled to additional compensation for Alternate designs.

§ 9.7 When compensation identified in Section 9.1 is on a stipulated sum basis, progress payments for each phase of Basic Services shall be calculated by multiplying the stipulated sum identified in Article 9.1 by the percentages identified in Article 9.5 by the incremental proportion of services performed within each phase listed in Article 9.5. 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.

§ 9.8 Compensation for Alternate designs deleted or otherwise not constructed. Provided the Architect satisfies the requirements set forth for design alternates, and when compensation is on a lump sum basis, and Alternate 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 paid a fee equal to the percentage derived by computing the Alternate Cost of the Work divided by Base Cost of the Work, then by multiplying the derived percentage by the value of the lump sum fee for the Basic Services actually performed. Prior to bidding, the Cost of the Work shall be based on the most recent Estimate of the Cost of the Work for the Alternate(s). After bidding, the Cost of the Work shall be the average price proposal received for the Alternate(s). For those Alternate designs that are accepted and constructed, the Cost of the Work shall be based on the awarded amount. If the requirements of design alternates, being of equivalent detail to base bid design to eliminate ambiguity and depicting the complete nature of the work, are not satisfied, in the sole opinion of the Owner, the Architect will not be entitled to additional compensation for Alternate designs.

§ 9.9 For calculating any fee adjustments for the portion of the budget for the Cost of the Work established for Allowances and Contingencies, the original percentage-based fee used to establish the initial adjustment shall be used. Invoicing for this fee adjustment shall only be invoiced at Final Completion and shall be billed only in proportion to, and only to the extent that the Owner actually expends Allowance and Contingency funds in the completion of the project. This method shall apply to either a converted lump sum or a fee based Service Order.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the laws of the State of Texas. Mandatory and exclusive venue shall be in the county where the Owner's administrative offices are located. No provision of the agreement is a waiver of an immunity or defense. No provision of this agreement is a consent to suit.

§ 10.2 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.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender

providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service 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. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement, unless previously agreed to by both parties or where required by law.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

§ 10.6 With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations but may not photograph or record students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7

If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 *et seq.* and the Texas Open Meetings Act, Texas Government Code, Chapter 551 *et seq.* The receiving party may disclose "confidential" or "business proprietary" 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.

§ 10.8 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 apart 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 here from.

§ 10.9 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.

§ 10.9.1 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.

§ 10.11 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.

§ 10.12 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 current interpretations of applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby.

§ 10.13 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.

§ 10.14 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. 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.

§ 10.15 The Architect shall obtain written approval before proceeding with each Project phase.

§ 10.16 Criminal History Background Requirements

§ 10.16.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees", as defined below. If Architect is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Architect will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Architect will provide written certification to the District that Architect has complied with the statutory requirements as of that date. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history recommended information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

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

§ 10.16.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5

Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

§ 10.16.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be required by the terms of their contract with Architect or any other contracting entity (as defined in Texas Education Code §22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

§ 10.16.5 On request of Owner, Architect shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontracting entities. Architect shall update this list on Owner's request.

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

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

§ 10.18 The Architect, in signing this Agreement certifies that it is not ineligible to receive payment of funds in accordance with Texas Family Code section 231.006.

§ 10.19 Texas Occupations Code section 1051.251 requires the following statement: The Texas Board of Architectural Examiners (333 Guadalupe, Suite 2-350, Austin, TX 78701, Telephone (512) 305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas.

§10.20 The Owner has retained a Program Manager to carry out some of the functions of the administration of the Owner's program. The Architect, Contractor and Program Manager shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager, including the assignment of the Program Manager, may be changed by the Owner during the Project.

§ 10.21 Architect hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154). If Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement

§ 10.22 If (a) Architect is not a sole proprietorship; (b) Architect has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certifications shall apply; otherwise, these certifications are not required. Pursuant to Chapter 2270 of the Texas Government Code, the Architect hereby certifies and verifies that neither the Architect, nor any affiliate, subsidiary, or parent company of the Architect, if any (the "Architect Companies"), boycotts Israel, and the Architect agrees that the Architect and Architect Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By entering into this Agreement, Architect further represents and warrants that (1) it does not, and will not for the duration of the contract, boycott energy companies and (2) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

§ 10.23 INDEMNITY Approval of any Construction Documents by Owner shall not constitute and shall not be deemed

a release of the responsibility and liability of Architect, its agents, employees and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by the Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 16.008(c)), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING ATTORNEY'S FEES, ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH MAY DIRECTLY ARISE FROM OR BE CONNECTED WITH ANY ACT OF NEGLIGENCE ON THE PART OF THE ARCHITECT OR ANY BREACH OF OBLIGATIONS UNDER THIS AGREEMENT; provided and except, however, that this indemnification provision shall not be construed as requiring the Architect to indemnify or hold harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence of breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect. THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS AGREEMENT. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect. It is understood and agreed that Article 12 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 10.24 If Architect is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner in a fiscal year of Owner, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the Architect agrees that the Contract can be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Architect hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Owner for the duration of the Agreement; (2) promptly provide to Owner any contracting information related to the Agreement that is in the custody or possession of the Architect on request of Owner; and (3) on completion of the Agreement, either (a) provide at no cost to Owner all contracting information related to the Agreement that is in the custody or possession of Architect, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Owner.

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

§ 10.26 Program Manager shall have, and is hereby granted by Owner, full and complete power, authority, and discretion to act for, and in the name, place, and stead of, Owner in carrying out and discharging the responsibilities and obligations of Program Manager under the Agreement between the Owner and Program Manager; provided, however, that Program Manager shall have no right or authority, express or implied, to commit or otherwise obligate Owner in any manner whatsoever except to the extent specifically provided in the Agreement between the Owner

and the Program Manager or specifically authorized in writing by Owner. In no event shall Program Manager be authorized to execute any documents, agreements, or other instruments on behalf of Owner. In no event shall Program Manager have the authority to modify completion dates of the Project Schedule without written approval by Owner. Program Manager shall have the authority to modify interim milestones dates not affecting the completion dates specified in the Agreements between the parties. In no event shall Program Manager have the authority to modify contract value of the Project without written approval by Owner. Program Manager shall have the authority to modify budgets, contingencies, allowances and similar accounting tasks not affecting the contract value specified in the Agreements between the parties. In no event shall Program Manager have the authority to relax or to bind the Owner to codes and standards imposed by the Authorities Having Jurisdiction, unless authorized in writing by the Owner.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

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

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

« »

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master 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 Master Agreement may be amended only by written instrument approved by Owner's Board of Trustees or the Board's designee and signed by both the Owner's designated representative and Architect. This Agreement, by itself, does not authorize the performance of any work. A properly completed Service Order will serve as the sole means for contracting for the services of the Architect. Each Service Order may set additional requirements. Any additional requirements within a Service Order shall not diminish, alter, or supersede the requirements of this AIA B121-2018, as modified by the Owner

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

- .1 AIA Document B121™-2014, Standard Form of Master Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Master Agreement.)

« »

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

Exhibit A – The Architects Hourly Rates

Exhibit B - Project Management Software Requirements

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

The RFQ in its Entirety and all Addenda.

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

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

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

EXHIBIT B

PROJECT MANAGEMENT SOFTWARE

I. PART 1 - G E N E R A L

A. DESCRIPTION

1. Owner requires the use of Project Management Software (Software) to track the progress of planning, design, and/or construction contracts. Software is an internet-accessed project tracking application featuring a centralized database of project information, assisting the Owner and Owner's Representative in managing project documents and communications. The joint use of Software is to facilitate electronic exchange of information, key processes, and overall management of the contract.

2. Software shall be the primary means of project information submission and management. To ensure searchability, access for all team members, uniformity, and date / time tracking all project documentation and correspondence shall be composed and / or generated within the Software by its built-in capabilities. The development of content by external tools or the import of content generated by external software is not permitted. Examples include, but are not limited to:

- a) Requests for Information (RFI).
- b) Revision documents (ASI, Clarification, Minor Change, CPR's).
- c) Submittal Register.
- d) Field activity and observation reports (including daily reports)
- e) Project progress photography
- f) Rework Items List, etc.
- g) Meeting minutes for all meetings, including, but not limited to design meetings, utility coordination meetings, quality control meetings, progress meetings, pre-installation meetings, construction progress meetings, etc. utilizing the software as the basis platform for documentation.
- h) Punchlist.
- i) Warranty requests and tracking log.
- j) Drawings
- k) Specifications
- l) Design Packages
- m) Closeout documents

3. Documents requiring original signature will be input into Software, and signed originals (where required by the Agreement between the parties) are to be received by Owner's Representative on the same day the document is logged in electronically in Software.

4. When required by the Owner or Owner's Representative, or by the Agreement between the parties, paper documents shall also be provided (e.g., the signature of Contract Modifications and submission of Contract Claims). In the event of discrepancy between the electronic version and paper documents, paper documents shall govern.

5. Documents received that are not input into Software may not be accepted by the Owner and Owner's Representative. Unless stated otherwise in the Agreement between the parties, the fundamental operating concept for the Owner is that **if the documents do not exist in the Software, then they do not exist. The Software is the single source of truth for Project information and communication among the team.**

B. USER ACCESS LIMITATIONS

1. The Owner's Representative will control access to Software by allowing access and assigning user profiles to authorized users. User profiles will define levels of access into the system, determine assigned function-based authorizations (what can be seen), and determine assigned user

privileges (what can be done).

2 The Owner will provide access to the Software upon notice that Contractor has activated a license with the Software company, thereby creating an authorized user. Sub-consultants, sub-contractors, and/or suppliers will not have direct access to Software unless those entities activate a license with the Software company. The Sub-consultants, sub-contractors, and/or suppliers may purchase seat licenses from the Software company. Entry of information exchanged and/or transferred between authorized users and sub-consultants, sub-contractors, and/or suppliers on Software shall be the responsibility of the authorized users.

3 Owner will not reimburse for the cost of Software. Accounts can be purchased at no additional cost to the Owner by payment to the Software company. Each account will allow one (1) user to access the system per login. Other costs associated with the use of this system shall be evenly distributed in project overhead and spread across the duration of the contract (a separate cost line item shall not be allowed).

4 A minimum of one (1) half day training session on Software will be provided by the Owner to all authorized users as required. Training time shall be at a mutually agreed upon date and site.

5 Data entered in a collaborative mode (i.e., entered with the intent to share as determined by permissions and workflows within the Software system) by any and all authorized users shall be jointly owned.

C. AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOGTRACKING

1 Review comments made (or lack thereof) by the Owner, Owner's Representative, Architect, and/or Engineer on submitted documentation shall not relieve parties from compliance with requirements of the Contract Documents.

2 All parties are responsible for managing, tracking, and documenting work to comply with the requirements of the Contract Documents. Owner or Owner Representative acceptance via automated system notifications or audit logs extends only to the face value of submitted documentation and does not constitute validation of submitted information.

D. COMPUTER REQUIREMENTS

1 Authorized users shall use computer hardware and software that meets the minimum requirements of the Software system as recommended by the manufacturer to access and utilize Software. As recommendations are modified authorized users shall upgrade their system(s) as required to meet the minimum recommendations. In the event that cloud-based systems are used, users shall ensure proper browser compatibility. Upgrading of a user's computer system(s) shall not be justification for a cost or time modification to the Contract.

2 Authorized users shall ensure that connectivity to the Software system (whether at the home office or jobsite) is accomplished through high-speed access, as the time required to download information and input data becomes excessive and may cause the system to "time out".

E. USER RESPONSIBILITY

1 Authorized users shall be responsible for the validity of their information placed in Software and for the abilities of their personnel. Authorized users shall be knowledgeable in the use of computers, including Internet Explorer, e-mail programs such as Outlook, word processing programs such as Word, spreadsheet programs such as Excel, and Adobe Portable Document Format (PDF) document distribution programs.

2 Authorized users shall utilize existing forms in Software to the maximum extent possible. If a form does not exist in Software and users must include as an attachment or by uploading the data file, PDF documents will be created through electronic conversion rather than optically scanned.

F. USER ACCESS ADMINISTRATION

1 All parties shall provide the Owner's Representative with a list of key personnel for acceptance. List shall include authorized users of Software.

2. Notify the Owner's Representative immediately of any users that are to have access removed. Resubmit the personnel list whenever modified. User changes will take effect within one (1) working day of accepting the requested change.
3. The Owner reserves the right to perform a security check on all potential users.

G. CONNECTIVITY PROBLEMS

1. Software is a web-based environment and therefore subject to inherent speed and connectivity problems of the Internet. Authorized users provided access shall be responsible for their own connectivity to the Internet.
2. Software response time is dependent on the user's equipment, including processor speed, modem speed, Internet access speed, etc. and current traffic on the Internet. The Owner will not be liable for any delays associated from the usage of Software including, but not limited to slow response time, down time periods, connectivity problems, or loss of information.

II. PART 2 - PRODUCTS

A. SOFTWARE COMPANY

1. Refer to the attached "External User License Purchase Order" at the end of this document.
2. Pricing: Subject to change
 - a) Cost for each (1) user license is \$695 annually.
 - b) \$100 setup for first year
 - c) Web-based training is required for new users. Cost for training is \$600. Note: existing users may be allowed to waive Web-based training, subject to Owner and Software Company agreement.
 - d) Example 1: If order is for 1 user, invoice will be \$695 annual subscription (1 user license) plus \$100 setup, plus \$600 for 1 web-based training session for a total of \$1,395.
 - e) Example 2: If order is for 8 users, invoice will be for \$5,560 annual subscription (8 users licenses @ \$695 each) plus \$100 setup, plus \$600 for 1 web-based training session for a total of \$6,260.
3. Once payment is made, user account(s) will be added with expiration date after one year unless renewed.
4. Credit cards are accepted with a 4% convenience fee.
5. Texas Sales Tax 8.25%

III. PART 3 - EXECUTION

A. SOFTWARE UTILIZATION

1. Software shall be utilized in connection with submittal preparation and information management. Requirements of this section are in addition to requirements of all other contract requirements. This shall be considered a project scope of work contract deliverable. Users will be provided a playbook for full application use instructions.
 - a) Design Document Submittals: Provide all concept drawings, review phase submissions, contract documents and specifications in PDF format and native file format.
 - b) Shop Drawings: Shop drawing and design data documents shall be submitted as PDF attachments to the Software submittal workflow process and form. All PDF shop drawing submittal documents shall have the Contractor's review and submittal stamp (including signatures) as specified in Specification Section "Submittal Procedures", the same as if submitted as hard copy. Examples of shop drawings include, but are not limited to:

- (1) Standard manufacturer installation drawings.
- (2) Drawings prepared to illustrate portions of work designed or developed by the Contractor.
- (3) Steel fabrication, piece, and erection drawings.
- (4) Paving and grading plans
- (5) Traffic safety and control plan

c) **Product Data:** Product catalog data and manufacturer's instructions shall be submitted as PDF attachments to the Software submittal workflow process and form, except that color charts and similar color-oriented pages shall be submitted as hard copy separate from and in addition to the PDF copy. Submittal forms shall indicate when hard copy color documents are submitted. All PDF product data submittal documents shall have the Contractors review and submittal stamp (including signatures) as specified in Specification Section "Submittal Procedures", the same as if submitted as hard copy. Examples of product data include, but are not limited to:

- (1) Manufacturer's printed literature.
- (2) Preprinted product specification data and installation instructions.

d) **Samples:** Sample submittals shall be physically submitted as specified in Specification Section "Submittal Procedures". Contractor shall enter submittal data information into Software with a copy of the transmittal form(s) attached to the submittal. Examples of samples include, but are not limited to:

- (1) Product finishes and color selection samples.
- (2) Product finishes and color verification samples.
- (3) Finish/color boards.
- (4) Physical samples of materials.

e) **Administrative Submittals:** All administrative submittals shall be recorded within the Software. Examples of administrative submittals include, but are not limited to:

- (1) Master Schedule
- (2) List of contact personnel.
- (3) Plans for safety, demolition, environmental protection, and similar activities.

f) **Administrative Processes:** All administrative tasks shall be generated within and performed by the Software. The development of the following content Administrative Process by external tools is not permitted. Examples of administrative processes include, but are not limited to:

- (1) Requests for Information (RFI).
- (2) Revision documents (ASI, Clarification, Minor Change).
- (3) Submittal Register.
- (4) Field activity and observation reports (including daily reports)
- (5) Rework Items List, etc.
- (6) Meeting minutes for all meetings, including, but not limited to design meetings, utility coordination meetings, quality control meetings, progress meetings, pre-installation meetings, construction progress meetings, etc.
- (7) Punchlist.
- (8) Warranty requests and tracking log.

g) **Cost and Contract Submittals:**

- (1) Contracts
- (2) Invoices
- (3) Applications for Payment
- (4) Proposal Requests (PR, CPR, or RFP)
- (5) Change Orders (CO)
- (6) Allowance Expenditure Authorization (AEA)

h) Compliance Submittals: Test report, certificate, and manufacture field report submittals shall be submitted on Software as PDF attachments. Examples of compliance submittals include, but are not limited to:

- (1) Field test reports.
- (2) Quality Control certifications.
- (3) Manufacturers' documentation and certifications for quality of products and materials provided.

i) Record and Closeout Submittals: In addition to actual delivery of hard copies of Closeout Submittals, Closeout Submittals shall be submitted on Software as PDF documents. The files shall be organized as follows, and follow consistent naming convention, for the benefit of the Owner's post-construction administration requirements. Examples of record submittals include, but are not limited to:

- (1) Commissioning and T&B Report
 - (a) Commissioning Report
 - (b) Testing and Balancing Report
- (2) Demonstration and Training
- (3) Subcontractor List
- (4) Attic Stock (Extra Materials, Spare Stock, etc.: Submittal forms shall indicate when actual materials are submitted)
- (5) Certificates and AHJ Inspections
 - (a) Backflow Preventor
 - (b) Final Certificate of Completion
 - (c) Final Certificate of Occupancy
 - (d) Final Elevator Inspection
 - (e) Final Fire Inspection
 - (f) Substantial Certificate of Completion
 - (g) TDLR Inspection
 - (h) TEA Certificate of Project Compliance
 - (i) Temporary Certificate of Occupancy
- (6) Consent of Surety
- (7) O&M Manuals
 - (a) Keying Schedule
 - (b) O&M Manuals
 - (c) Shop Drawings
- (8) Record Drawings and Specifications. Final documents shall be submitted as specified.
 - (a) Digital CAD BIM Native Files
 - (b) Project Manual
 - (c) Record Drawings
- (9) Release of Lien
- (10) Warranties
- (11) Audit

2 Exceptions: Documents with legal consequences, contract modifications, contract claims,

security implications, and those required by other agencies may require an additional submittal as original hard copy with original signatures and seals. Hard copies of these documents shall be submitted as specified or as directed by the Owner's Representative. Requirement of both hard and electronic submittals shall not be justification for a cost or time modification to the Contract.

B. PROCESS OF UPLOADING DOCUMENTS

1. Drawings

- a) All disciplines shall have a separate folder
- b) All design and construction drawings in all phases shall be uploaded one sheet at a time with name corresponding to the sheet number each uploaded in the corresponding discipline.
- c) If the file structure is not visible, verify with the Project Manager prior to uploading documents.

2. Specifications

- a) All disciplines shall have a separate folder.
- b) All specifications shall be uploaded one section at a time with the name of the section and number corresponding to the specific section.
- c) If the file structure is not visible, verify with the Project Manager prior to uploading documents.

3. Field Reports

- a) All field reports shall have basic information in the Project Mates software. A PDF of your report may be uploaded at the same time but the base report shall be used. If there are any questions regarding usage, it is the Architects responsibility to inquire.
- b) Photographs shall be uploaded separately for each report. Not all photography in your report is required to be uploaded but at least 40% of a report photography or (4) minimum shall be uploaded separately.

4. Closeout Documents

- a) Closeout documents which are drawings, specifications and reports shall follow the method outlined above.
- b) All other documents are to be uploaded in the file structure and order provided within Project Mates.

END OF SECTION

DRAFT 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 « »
(In words, indicate day, month, and year.)

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

Tomball Independent School District
310 S. Cherry Street
Tomball, Texas 77375

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

TBD

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

TBD

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the « » day of « » in the year « »
(In words, indicate day, month, and year.)

form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

The use of the term "Architect" throughout this Agreement shall apply to the professional services of Architects or Engineers authorized by law to perform the services described 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. The Architect/Engineer shall provide architectural/engineering services for the Project as described in this Agreement. The Architect shall comply with Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. The Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should

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.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations

The Owner and Architect agree as follows.

FEELER

TABLE OF ARTICLES

- 1 INITIAL 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 INITIAL 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 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.)

«§ 1.1.1 The Owner's Budget for the Cost of the Work: **TBD** »

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

ARTICLE 2 ARCHITECT'S BASIC SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Basic Services shall consist of those described in this Article 2 and any other services identified as a part of the Basic Services not set forth in Article 2 are Additional Services unless stipulated otherwise herein. The Basic Services shall include unless otherwise agreed upon in this Service Agreement the following:

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 2.1.1.1 Programming	Architect, Basic Service
§ 2.1.1.2 Multiple preliminary designs	Architect, Basic Service
§ 2.1.1.3 Measured drawings	Not Provided
§ 2.1.1.4 Existing facilities surveys	Architect, Basic Service
§ 2.1.1.5 Site evaluation and planning	Architect, Basic Service
§ 2.1.1.6 Building Information Model management responsibilities	Architect, Basic Service
§ 2.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 2.1.1.8 Civil engineering Within Bounds of Designated Site	Architect, Basic Service
§ 2.1.1.9 Landscape design	Architect, Basic Service
§ 2.1.1.10 Architectural interior design	Architect, Basic Service
§ 2.1.1.11 Value analysis	Not Provided
§ 2.1.1.12 Detailed cost estimating as required in Article 2 of the Service Order	Architect, Basic Service
§ 2.1.1.13 On-site project representation	Not Provided

§ 2.1.1.14	Conformed documents for construction	Architect, Basic Service
§ 2.1.1.15	As-designed record drawings	Architect, Basic Service
§ 2.1.1.16	As-constructed record drawings	Architect, Basic Service
§ 2.1.1.17	Post-occupancy evaluation	Not Provided
§ 2.1.1.18	Facility support services	Not Provided
§ 2.1.1.19	Tenant-related services	Not Provided
§ 2.1.1.20	Architect's coordination of the Owner's consultants and vendors	Architect, Basic Service
§ 2.1.1.21	Telecommunications/data design	Architect, Basic Service
§ 2.1.1.22	Security coordination	Architect, Basic Service
§ 2.1.1.23	Assist with Code Related Commissioning	Architect, Basic Service
§ 2.1.1.24	Sustainable Project Services	Not Provided
§ 2.1.1.25	Fast-track design services	Not Provided
§ 2.1.1.26	Multiple bid packages	By separate Service Order if required
§ 2.1.1.27	Historic preservation	Not Provided
§ 2.1.1.28	Assist with Furniture, furnishings, and equipment design	Architect, Basic Service
§ 2.1.1.29	Other services provided by specialty Consultants when identified	By separate Service Order if required
§ 2.1.1.29.1	Transportation and traffic engineering	By Owner
§ 2.1.1.29.2	Graphics and signage	Architect, Basic Service
§ 2.1.1.29.3	Acoustical engineering if applicable	Architect, Basic Service
§ 2.1.1.29.4	Theater design if applicable	Architect, Basic Service
§ 2.1.1.29.5	Food service design if applicable	Architect, Basic Service
§ 2.1.1.29.6	Roof/Envelope Consultant	Architect, Basic Service
§ 2.1.1.30	Other Supplemental Services	By separate Service Order if required
§ 2.1.1.30.1	Warranty phase support services	Architect, Basic Service
§ 2.1.1.30.2	Architectural Interior Design if applicable	Architect, Basic Service
§ 2.1.1.30.3	Alternates	Architect, Basic Service
§ 2.1.1.30.4	Renderings and Communication Graphics	Architect, Basic Service
§ 2.1.1.31	ADA Review and Inspection	By Owner
§ 2.1.1.32	Third Party Energy Code Review and Inspections	By Owner
§ 2.1.1.33	Sports Design	Architect, Basic Service
§ 2.1.1.34	Surveys, Geotechnical/Materials Engineering and Testing	By Owner
§ 2.1.1.35	Power and Infrastructure Design & Coordination with Providers.	Architect, Basic Service

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

§ 2.1.3 The Architect shall coordinate its services with those services provided 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. Notwithstanding the foregoing, in no event shall the Architect be responsible for quality assurance of the work of the Owner's consultants, nor shall the Architect be liable for any errors or omissions in such work.

§ 2.1.4 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.

§ 2.1.5 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.

§ 2.1.6 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. The Architect shall bear any remedial costs to correct or replace work not designed in compliance with current federal, state or local laws and codes at the time the Project is designed and permitted. The Architect shall design the extension of utility services necessary for the completion of the project but not provided by entities providing utility services to the Project. The cost of construction of the utilities shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work.

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

§ 2.1.8 The Architect shall, as directed by the Owner Representative, make presentations and answer questions from project stakeholders including Owner, the City, County and State. The Owner shall approve of the design and information before it is made available to the project stakeholders.

§ 2.1.9 The Architect shall provide written updates to the Owner during design and construction not less than once per week. Among other project information, the updates shall indicate actions requiring attention of the Owner.

§ 2.1.10 Architect shall prepare an agenda for all meetings. The agenda shall be distributed not less than 48 hours prior to the start of the meeting. The agenda shall contain the date of the meeting, location for the meeting, the time for the meeting, the requested participants and specific detail about the topics to be discussed so that the participants arrive prepared for productive outcomes. Where a meeting is a regularly occurring event, the meeting agenda shall incorporate all previous open discussion items in a sequential topic and date logical order. The Architect shall be an active participant in the development of the agenda and proactive in the resolution of matters scheduled for discussion. The Architect shall participate in all construction progress meetings and all special meetings. The Architect shall be an active participant in the development of the agenda and proactive in the resolution of matters scheduled for discussion by proposing solutions to causes for delay, cost increase and conflicts with Owner's operational needs. The Architect shall prepare and distribute meeting notes (minutes) and ensure coordination of issues raised during the meetings with responsible project stakeholders. This will include construction progress meetings, which the Architect will chair. Meeting notes (minutes) will be issued no later than three (3) working days following the date of the meeting. The Architect shall prepare meeting minutes for all meetings attended by the architect. The meeting minutes shall consist of the date of the meeting, location for the meeting, the time for the meeting, the meeting attendees, detail record of all topics discussed, the person responsible for the topic comment/decision/instruction, a listing of the party responsible for the topic, a listing of all action items, a listing of the date assigned, a listing of the date due, a listing of the date closed (retain closed items for one subsequent meeting). Additionally, the meeting minutes shall contain all documents distributed during the course of the meeting; sign in sheet, sketches, plans and specifications, project schedule, request for information logs, change proposal request logs, request for information, pay applications, etc. The minutes shall be distributed not more than 48 hours following the meeting. The Construction Progress Meetings shall contain the following topics as a minimum:

1. Discuss and Approve Previous Meeting Minutes
2. Review Project Progress and Planned Progress
 - a. Completed work
 - b. Planned work
 - c. Presentation and discussion of updated construction progress schedule
3. Payment Applications
4. Report on Issues Which May Impede Planned Progress
5. Laboratory Testing

6. Review of Submittal Schedule and Status of Submittals
7. Review of RFI
8. Review of RFP/procurement solicitation
9. Review of Change Proposals and Change Orders
10. Safety
11. Punch List
12. Closeout
13. Other Business Related to the Work

§ 2.1.11 The Architect shall utilize online project management software in the manner described in Exhibit to the Master Services Agreement “Project Management Software”. All project documentation shall utilize the Project Management Software and the templates, logs and directory organization in the software. Cost for the software shall be included in the total fee accepted by the Owner.

§ 2.1.12 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; 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.

§ 2.1.13 The Architect 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.

§ 2.1.14 The Architect shall furnish evidence of quality control checking of the Construction Documents for the project. Evidence shall consist of the Design Submission Checklists exhibits and the following:

1. Structural calculations;
2. Wind load calculations;
3. Mechanical equipment sizing calculations, and;
4. Electrical equipment sizing calculations

§ 2.1.15 The Architect shall furnish written responses and dispositions to design review comments

§ 2.1.16 The Architect shall be responsible for investigating through non-destructive means and preparing measured drawings (as-builts) of aspects of the project to the level of detail and study as deemed necessary by the Architect for the proper execution of the Work.

§ 2.1.17 The Architect shall be responsible for investigating through non-destructive means and preparing existing facility surveys (space layout, building envelope construction details, accessibility, utility services connections, nameplate data, finishes, equipment, above ceiling inspections, etc.) of aspects of the project to the level of detail and study as deemed necessary by the Architect for the proper execution of the Work.

§ 2.1.18 The Architect shall provide all telecommunications and data design services for the project. Architect shall consult with Owner to develop level of need, expectations and documentation for that design. A complete and functioning system is required. It is anticipated that the Owner will only complete the configuration of installed network to function with the Owner’s existing systems. All physical hardware (switches, routers, phone sets, printers and copiers, wireless access points, projectors, large format display monitors, visual display, digital menu boards, clocks, paging and intercom, scoreboard, theatrical needs and those items not furnished or installed by the Owner) will be designed by the Architect, recommended to Owner, approved by Owner and included in the construction documents. The Architect will design for installation and point to point testing by the contractor all cabling, including copper systems and fiber optic cabling within the building. The Owner will design and install fiber optic cable from Main Distribution Frame to Owner’s network. Architect will design and include in the construction documents the pathway for the Owner’s fiber optic cable.

§ 2.1.19 The Architect shall furnish Furniture, Furnishings, and Equipment services by separate Service Order. Basic Services does include all services noted in Article 2 including coordination of color, finish and aesthetic coordination with the Owner's vendor.

§ 2.1.20 The Architect shall prepare interior graphics consisting of murals, artwork, logos, banners and similar items; prepare interior directional signage design; and prepare exterior vehicle and pedestrian directional signage design.

§ 2.1.21 Intentionally Deleted

§ 2.1.22 the Architect shall prepare design alternates to allow for maximum flexibility in awarding the Contract or as may be requested by the Owner. Alternates shall contain equivalent detail to base bid design to eliminate ambiguity and depict the complete nature of the work required by the alternate.

§ 2.1.23 The Architect shall prepare multiple Project renderings at each stage of project development to convey the project features. Renderings shall address site layout, exterior materials, interior materials and convey scale of the project features. Renderings shall be scaled, line work quality at a minimum, when presented for Schematic Design approval. Renderings shall be photo-realistic when presented for Design Development and Construction Document approval. As needed, prepare diagrams to illustrate key project attributes (e.g. traffic flow, special event access restrictions, special spaces).

§ 2.1.24 Cost of the Work For purposes of calculating the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not requested by the Owner or Owner's Authorized Representative. The Cost of the Work does not include the compensation of the Architect or the Architect's consultants; the costs of the land, rights-of-way, financing, unspent contingencies for changes in the Work, or unspent allowances, ; alternate designs of the Architect that are not constructed or accepted by the Owner; Work performed under separate contracts by the Owner; or other costs that are the responsibility of the Owner. The Architect shall be compensated for alternate designs of the Architect that are included in the Procurement Documents but are not constructed or accepted by the Owner as outlined in Section 4.1.5. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

§ 2.1.24.1 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as allowed under Section 2.1.23.3. 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 familiar with the construction industry in the locality of the Project. It is recognized that the Cost of the Work cannot exceed the Project budget as stipulated in the Initial Information, unless agreed to in writing by the Owner. All fees and expenses of the Architect to redesign the Project to meet the Owner's budget for the Cost of the Work shall be borne by the Architect. If the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

§ 2.1.24.2 The Architect shall prepare an estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of the Work, the Architect shall utilize the services of an independent cost estimating service. The use of a Construction Manager At-Risk does not relieve the obligation of the Architect to provide cost estimates. 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, when approved by the Owner, 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 separately identify the cost of General Conditions, Overhead and Profit in the Cost of the Work. The cost of all utilities, site improvements, easements and other similar costs necessary to construct the project shall be identified by the Architect. The estimates of the Cost of the Work shall be prepared in the following format:

- .1 At Schematic Design: UniFormat Level 3
- .2 At Design Development: Masterformat division Level 3
- .3 At Construction Documents: Masterformat Level 3, specific to Project specification section

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

§ 2.1.24.4 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 prior to commencement of the Work, the Owner shall

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

§ 2.1.27.5 If the Owner chooses to proceed under Section 2.1.23.4.4 or 2.1.23.4.6, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 2.1.23.4.1.

§ 2.1.24 The Owner shall pay fees payable to the Texas Department of Licensing and Regulation (TDLR) and Registered Accessibility Specialists (RAS) for document review and inspection relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval. The Architect shall arrange for and attend building assessment by TDLR representative. The Architect shall prepare responses for the use of the Owner in addressing inspection deficiencies identified by the inspection, at no cost to the Owner. Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

§ 2.2 Programming and Schematic Design Phase Services

§ 2.2.1 The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner. The Architect shall provide Programming services as described:

1. Administer programming services;
2. Identify required participants;
3. Identify and prioritize Owner's values, goals and objectives;
4. Perform all necessary information gathering;

5. Analyze information gathered and develop performance and design criteria for the facility;
6. Prepare final Program of Requirements to include:
 1. Executive summary,
 2. Documentation of the methodology used to develop the program,
 3. Value and goal statements,
 4. Relevant facts upon which the program was based,
 5. Conclusions derived from data analysis,
 6. Relationship diagrams,
 7. Flow diagrams,
 8. Matrices identifying space allocations and relationships,
 9. Space listings by function and size,
 10. Initial assumptions for building construction (Uniformat type; foundation, enclosure, finishes, etc.)
 11. Space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs for each space
 12. Estimated Cost of the Work, and
 13. Laws, codes, and regulations applicable to the project.

§ 2.2.2 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 and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner, in writing, of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project.

§ 2.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

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

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

§ 2.2.5.1 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.

§ 2.2.5.2 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.

§ 2.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 2.1.23.1. This estimate may be based on current area, volume or similar conceptual estimating techniques. To the extent the Owner has stipulated a

construction budget limitation for the Project, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by Owner.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The submission shall contain the information required to satisfy all applicable portions of the Design Submission Checklist attached as **Exhibit A** to this Agreement. The Architect shall submit the completed Checklist with the Schematic Design Documents. The Architect shall submit electronic (Native CAD and word processing program) format copies of the Architects and the Architect's Consultants' Instruments of Service to the Owner as a prerequisite to payment for services completed during this phase. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

§ 2.3 Design Development Phase Services

§ 2.3.1 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 elements outlined in this Agreement. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. A color and material sample board is required.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 2.1. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall prepare a preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 2.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments. To the extent the Owner has stipulated a construction budget limitation for the Project, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 2.3.3 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, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval (if Board approval if required). The submission shall contain the information required to satisfy all applicable portions of the Design Submission Checklist attached as **Exhibit B** to this Agreement. The Architect shall submit the completed Checklist with the Design Development Documents. The Architect shall submit electronic (Native CAD and word processing program) format copies of the Architects and the Architect's Consultants' Instruments of Service to the Owner as a prerequisite to payment for services completed during this phase.

§ 2.4 Construction Documents Phase Services

§ 2.4.1 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. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in this Agreement. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. 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 2.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project: "By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract."

§ 2.4.2 Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner. Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product to detect errors and omissions before they become costly additions to the Project during construction. Professional services and costs, if any, as required to correct errors in Construction Documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the Contract Documents. Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

§ 2.4.3 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents including, without limitation, school facility standards found in 19 Texas Administrative Code, Subchapter CC, Section 61.1040, and Texas Health and Safety Code Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1040, and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect shall also certify that the Construction Documents conform to the provisions of 19 Texas Administrative Code Section 61.1040, except as indicated on the certification. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 Texas Administrative Code Section 61.1040.

§ 2.4.4 Architect shall also certify that the facilities have been designed according to the provisions of 19 Texas Administrative Code section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the Owner, as required by 19 Texas Administrative Code, section 61.1040. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance, available on the TEA website. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and

usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service.

§ 2.4.5 During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's legal counsel, as applicable, in the development and preparation of (1) bidding competitive purchasing, and bidding and 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), as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding or proposal requirements and sample forms.

§ 2.4.6 As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner. Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 2.4.7 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 2.1. To the extent the Owner has stipulated a construction budget limitation for the Project, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 2.4.8 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 2.1.23.3, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval. The submission shall contain the information required to satisfy all applicable portions of the Design Submission Checklist attached as Exhibit C to this Agreement. The Architect shall submit the completed Checklist at each phase of review of the Construction Documents. The Architect shall submit electronic (Native CAD and word processing program) format copies of the Architects and the Architect's Consultants' Instruments of Service to the Owner as a prerequisite to payment for services completed during this phase. Additionally, the Architect shall submit a Navisworks™ electronic model and Navisworks™ conflict report. A color and material sample board is required. As required by Texas Education Agency rule 19 Texas Administrative Code Section 61.1040, Architect shall perform a building code search under applicable regulations that may influence the Project and shall certify that the design has been researched and satisfies the applicable building codes. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents.

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

§ 2.4.10 Pursuant to 19 Texas Administrative Code §61.1040, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the Construction Documents and that these documents conform with the provisions of 19 TAC §61.1040.
- .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 §61.1040 based on the long-range school facility plan and / or educational specifications, building codes specifications, and all documented changes to the Construction Documents provided by the District.

§ 2.4.11 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 2.4.7.3 above.

§ 2.4.12 The Architect shall prepare a submittal and procurement log file. The file shall contain the anticipated submittals for the project including the submittal section number, the paragraph number around which the submittal is to be generated, a description of the submittal and the title of the submittal section. Submittal and procurement log shall contain not only the technical submittals but administrative submittals required by the Construction Documents and close out submittals required for the project completion. Each submittal required within the specification section shall be categorized according to one of the following categories:

01 - Preconstruction Submittals, 02 - Shop Drawings, 03 - Product Data, 04 – Samples, 05 - Design Data, 06 - Test Reports, 07 – Certificates, 08 - Manufacturer's Instructions, 09 - Manufacturer's Field Reports, 10 - Operation and Maintenance Data, 11 - Closeout Submittals, 12 – Other.

§ 2.5 Procurement Phase Services

§ 2.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors and publicly advertising the Project in accordance with public procurement laws. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. 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. To accommodate the Owner's need to fast track or phase projects, the Architect shall prepare for and accomplish multiple construction procurement services for the project, if directed by the Owner. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that his Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

§ 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. If the Owner intends to solicit competitive sealed proposals, the provisions of 2.5.2 shall still apply, and the terms "Competitive Bidding" and "Competitive Proposals" shall be used interchangeably. The Contract Documents are enumerated in the agreement, as amended, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, Addenda issued prior to execution of the Owner/Contractor Agreement, and other documents listed in the Owner/Contractor Agreement and Modifications issued after execution of the Owner/Contractor Agreement.

§ 2.5.2.2 If requested by Owner, the Architect shall assist the Owner in bidding the Project by:

- .1 procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 2.5.3 Negotiated Proposals

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the agreement, as amended, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, and other documents listed in the Owner/Contractor Agreement and Modifications issued after execution of the Owner/Contractor Agreement.

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

- .1 procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors, requesting their return upon completion of the negotiation process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;
- .2 organizing and conducting a pre-proposal conference for 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;
- .4 organizing and participating in selection interviews with prospective contractors;
- .5 evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

§ 2.6 Construction Phase Services

§ 2.6.1 General

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

§ 2.6.1.2 The Architect shall be a representative of and advise and consult with the Owner during the Construction Phase Services. 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. The Architect shall be responsible for providing at no additional cost to the Owner architectural services made necessary by major defects or deficiencies in the Contractor's work, which the Architect should have discovered through reasonable care.

§ 2.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction, phased bid package or Guaranteed Maximum Price and terminates at final completion, plus services required under this Agreement in connection with the contractual correction period.

§ 2.6.1.4 The Architect shall be responsible for a complete re-evaluation of the Work approximately eleven (11) months after the date of Substantial Completion. Furthermore, the Architect shall report all deficiencies in the Work uncovered during said evaluation and shall be responsible for monitoring the correction of said deficiencies, regardless of other time limits set forth elsewhere in this agreement

§ 2.6.1.5 Warranty Phase - The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one year from the date of Substantial Completion (beginning with Substantial Completion for the last project in the case of phased project delivery). Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of completed corrections. The one-year period shall be extended to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 2.6.1.6 The Architect shall, with ten (10) business days of construction notice to proceed provide conformed Construction Documents incorporating all approved changes during bidding and negotiation. Changes include approved substitution requests, approved alternates, value engineering, and clarifications during bidding, and changes required by review of the Authorities Having Jurisdiction. The Conformed documents for construction shall include the graphic illustration of changes previously conveyed only with written narrative or abbreviated notes. The Architect shall affix a seal to the Conformed documents and shall cause the consultants to do the same.

§ 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, but not less than one (1) visit per week, to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies in the Work, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, and on time, and to document progress of the Work, in written photographic form. The Architect will provide continuous on-site observation during all concrete pours that are contributory to the structural integrity of the building and site. Additionally, the Architect shall visit the site prior to the cover up of major portions of completed 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. Furthermore, a minimum of two (2) job-site meetings per month shall be initiated by the Architect and shall include the Owner, the Architect, the General Contractor's Project Manager, the General Contractor's Project Superintendent and any others deemed necessary. To expedite decision making and improve project communications, the Architect's consultants shall attend when ongoing construction activities pertain to the scope of the consultant's services, unless attendance is waived by the Owner in writing. Said meetings will commence at the time of Construction commencement and shall cease after Substantial Completion of the Work. The architect, and consultants to the architect, shall prepare site observation reports following each occasion when the Architect or consultant to the architect is at the project site, including regularly scheduled progress meetings. The site observation report shall contain photos of the general condition of the project, construction crews on site, work in progress, deficiencies noted in the work including communication given in verbal format, action items and follow up needs generated during the course of the site visit. Site observation reports shall be distributed within 48 hours of the site observation to the Owner and the Contractor. Action items developed during the site observation shall be tracked during subsequent site visits and discussed during construction progress meetings

§ 2.6.2.2 Architect shall guard Owner against defects and deficiencies in the Work and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques,

sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 2.6.2.3 The Architect shall reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection, in writing, within 24 hours of such notification. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

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

§ 2.6.2.5 Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the Contract Documents, and approved by the Owner.

§ 2.6.2.6 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, as modified by the Owner, the Architect shall promptly render initial decisions on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall sign and issue certificates in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, the Work has progressed to the point indicated, and in the Architect's professional opinion, the quality of the Work is in accordance with the Construction Documents and 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. The Architect shall certify amounts due reflect the allowable amounts for pre-construction phase services, General Conditions, Fees, use of Allowances and use of Contingencies, approved Change Orders, approved Allowance Expenditure Authorizations (AEA's) and approved Change Proposal Requests (CPR's).

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, except as otherwise required by this agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 2.6.4 Submittals

§ 2.6.4.1 The Architect shall prepare a listing of all required submittals for the project and distribute to the Owner and Contractor. 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, within ten (10) business days.

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and all laws, statutes, codes and requirements applicable to the Architect's design services. 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.

§ 2.6.4.3 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 shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within five (5) business days. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the project.

§ 2.6.4.5 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.

§ 2.6.5 Changes in the Work

§ 2.6.5.1 With notice and consent of Owner, the Architect may authorize 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. The Architect shall prepare Allowance Expenditure Authorizations, Change Proposal Requests, Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents at no additional expense to the Owner, whether initiated by Owner, Contractor or Architect.

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

§ 2.6.5.3 In transmitting a change proposal request to the Owner, the Architect shall first have verified that the change proposal request contains specific information required for the owner to verify the amounts asserted in the change proposal request. The Architect shall, within 48 hours of receipt, return any change proposal request that does not contain unit price breakdowns to the contractor for additional detail required to complete a full itemized breakdown. Full itemization consists of individual material costs per element (e.g. lockset, valve, light fixture,

breaker) of an assembly and labor costs for the completion of the assembly. Additionally, subcontractor costs shall be itemized in the same way. It is the responsibility of the Architect to instruct the contractor regarding the missing content to eliminate delays and re-work in the project. The Architect shall verify that the change proposal request contains a cover sheet summarizing the material cost labor costs and allowable mark ups under the contract. The architect shall verify that the change proposal request contains zero days for extension, or if days are claimed, that the architect is able to substantiate the amount of days claimed through a review of the contractor's critical path schedule. The Architect shall also transmit an estimate of the cost or credit for the change according to the Architect's own estimating methods.

§ 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

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

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall prepare and distribute a punch list of the project when the project prior to Substantial Completion. The punch list shall be comprised of the work of the architect and the architect's consultants. The Architect shall coordinate the work of the consultants to ensure timely arrival to the project for punch list development and timely creation of the punch list from the punch list observation. The punch list shall contain an area or room description, and a photograph of each deficiency listed in the punch list and a space for contractor and architect to individually indicate the date of the correction and observation of the correction, respectively.

§ 2.6.6.3 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.

§ 2.6.6.4 The Architect shall, after verifying completeness, 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.

§ 2.6.6.5 For a period beginning at Substantial Completion of any phase of the work and extending twelve (12) months beyond Final Completion of any phase of the work, upon request of the Owner, the Architect shall, not less than once a month, conduct a meeting with the Owner to review the facility operations and performance to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

§ 2.7 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 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 2.7 shall entitle the Architect to compensation pursuant to Section 2.7 and an

appropriate adjustment in the Architect's schedule. No charges for Additional Services will be incurred by Architect without the prior written approval of the Owner

§ 2.7.1 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, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .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 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .6 Assistance to the Initial Decision Maker, if other than the Architect.

»

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:

« »

- .2 Substantial Completion date:

« »

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2, the Owner shall compensate the Architect for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Section 2251.051 (c) and (d). Owner shall further have the right to withhold payments as specified in this Agreement.:

Percentage Basis

(TBD) % of the Owner's final Cost of the Work, as calculated in accordance with Section 4.1.3.

§ 4.1.1 When compensation for Basic Services is based on a stipulated sum or a percentage basis of the Cost of the Work, Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services as follows. Compensation for Basic services will be deemed earned upon satisfactory completion of the phases:

Programming/Schematic Design Phase: Ten Percent (10%)

Design Development Phase: Thirty Percent (30%)

Construction Document Phase: Thirty Percent (30%)

Proposal or Negotiation Phase: Five Percent (5%)

Construction Phase: Twenty Percent (20%)

Closeout Phase (payable upon final payment to contractor) Two Percent (2%)

Warranty Phase (payable monthly during 12-months after Substantial Completion) Three Percent (3%)
Total Basic Compensation: One Hundred Percent (100%)

§ 4.1.2 When compensation is on a percentage basis, the Cost of the Work for billing purposes shall be initially based on the Owner's budget for the Cost of the Work. The estimated Cost of the Work for billing purpose shall be adjusted within 30 days of the Owner's formal approval of the Construction Phase Contract Sum or Guaranteed Maximum Price, and the Architect's compensation shall be reconciled and adjusted accordingly. Final reconciliation of Architect's compensation shall occur upon determination of the final Cost of the Work under the Owner's agreement with the Contractor.

§ 4.1.3 When compensation identified in Section 4.1 is on a stipulated sum basis, progress payments for each phase of Basic Services shall be calculated by multiplying the lump sum identified in Article 4.1 by the percentages identified in Article 4.1.1 by the incremental proportion of services performed within each phase listed in Article 4.1.1. Except for Construction Phase, Closeout Phase, and Warranty Phase which shall be adjusted based on the Actual 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.

§ 4.1.4 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.

§ 4.1.5 Compensation for Alternate designs deleted or otherwise not constructed. Provided the Architect satisfies the requirements of section 2.1.21, and when compensation is on a lump sum basis, and Alternate 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 paid a fee equal to the percentage derived by computing the Alternate Cost of the Work divided by Base Cost of the Work, then by multiplying the derived percentage by the value of the lump sum fee for the base scope of work. Prior to bidding, the Cost of the Work shall be based on the most recent Estimate of the Cost of the Work for the Alternate(s). After bidding, the Cost of the Work shall be the average price proposal received for the Alternate(s). For those Alternate designs that are accepted and constructed, the Cost of the Work shall be based on the awarded amount. If the requirements of section 2.1.21 are not satisfied, in the sole opinion of the Owner, the Architect will not be entitled to additional compensation for Alternate designs.

§ 4.2 For Additional Services, the Architect shall be compensated in accordance 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.)

« No charges for Additional Services will be incurred by Architect without the prior written approval of the Owner. »

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance 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.)

« For Reimbursable Expenses the only actual compensation shall be the expenses incurred by the Architect and the Architect's consultants. Reimbursable expenses shall be in accordance with the B121-2018 Master Agreement. »

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 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.)

« »

§ 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

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.)

« The Owner's Board of Trustees, by majority vote at a duly noticed and lawfully called public meeting, is the only representative of Owner, a Texas independent school district organized under the laws of the State of Texas, having the power to enter into a contract, to execute a change order requiring an increase in the Contract Sum, or to agree to an extension to the contractual completion date, unless this authority is lawfully delegated. The Board may designate in writing an authorized representative (or representatives), as appropriate, to act on its behalf. Such authorized representative shall have authority to act on behalf of the Owner concerning decisions that do not require a majority vote of the Board of Trustees and shall have the authority to bind the Owner only to the extent expressly authorized or delegated by the Board of Trustees. The authorized representative shall have no implied authority. Such authorized representative shall also bring recommendations to the Board of Trustees on any matter requiring Board approval. In the event that changes in the scope of the Work are required before the Board's next regularly scheduled meeting or in order to facilitate and expedite the timely completion of the Work, the Board's authorized representative shall have authority to approve construction changes that do not exceed \$50,000.00 in increased costs. Any such change shall be confirmed in writing between the Contractor and the Board's authorized representative and notice of such approved changes shall be given to the Board at its next regularly scheduled meeting. The Board shall act as soon as reasonably possible to avoid unnecessary delays in the construction completion date. Except as expressly authorized by the Owner or the Contract Documents, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

The Owner's authorized representative: Superintendent of Schools

»
« »
« »
« »
« »
« »
« »

§ 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.)

« »
« »
« »
« »
« »
« »
« »

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;

- .2** Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A – Design Submission Checklist – Schematic Design
Exhibit B – Design Submission Checklist – Design Development
Exhibit C – Design Submission Checklist – Construction Documents
Exhibit D – Furniture, Furnishings, and Equipment Services if requested.

- .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.

OWNER (Signature)

« »« »

(Printed name and title)

(Date)

ARCHITECT (Signature)

« »« »

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

(Date)

Service Order Exhibit A

Design Submission Checklist – Schematic Design

SECTION 00 00 00-02 – DESIGN SUBMISSION CHECKLIST – SCHEMATIC DESIGN

Project Number: [Click here to enter text.](#)

Designer Project Number: [Click here to enter text.](#)

You must indicate the following information when completing this document:

1. Page number of the plan on which the item is shown. If the item is shown on multiple pages, please list all applicable pages; or if the item is shown on an attachment, rather than the plan:
 - a. For paper submissions indicate the title of the document and the page number in each area
 - b. For electronic submissions, include the file name (e.g. See attached file "Equipment Manufacturer Info on Structural Loading.pdf") and the page number
2. If an entire section (e.g. "Foundation") is not applicable to the project, you must mark ALL of the Not Applicable (NA) boxes for that section.

General	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. All sheets shall have text scale and graphic scale.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. All sheets have a North arrow in a consistent orientation.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Plan sheets divided over multiple sheets require key map near the title block.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Booklet sheet size 11" by 17".	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All text on drawings must be legible.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Conformance with all required national, state, and local codes.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. All plan drawing sheets shall have the same scale and orientation as Architectural Plans.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order Exhibit A

Design Submission Checklist – Schematic Design

Architectural	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Refinement of site plan at scale to illustrate building, parking lot layout, site features, adjacent structures, and access to site. (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Relationship of all proposed work to existing site and/or building features illustrated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demolition plan indicating extent of demolition (if needed).	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Building layout showing all spaces required, including furniture layout for typical spaces	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Reflected ceiling plans indicating lighting and special ceiling features	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Roof plan	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Building elevations, basic building sections, and wall sections shall be illustrated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Major interior features shall be illustrated through enlarged plans and elevations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Outline specifications for each category of proposed work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Finish materials developed and presented	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Gross square footage and area calculations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Code analysis, indicating building classifications, occupancy, interpretations, and special requirements	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Rendering or model if needed and authorized based on scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Structural	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No



Service Order Exhibit A

Design Submission Checklist – Schematic Design

1. Structural drawings indicating foundation design and structural framing system	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Outline specifications for each category of proposed work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Narrative of the structural systems: reinforced concrete, structural steel, combination frame, floor system, and stress distribution.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Indicate the method of analysis and design: pre-cast or cast-in-place concrete, bolted or field-welded structural steel, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Calculations developed for proposed use	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Mechanical and Plumbing	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Site Plan(s) at a scale consistent with architectural site plan showing location of existing utilities and site requirements (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Floor plans indicating mechanical rooms, equipment layout and single line duct and pipe routes.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Plumbing fixtures and equipment (this may be shown on architectural floor plan)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Preliminary equipment schedules indicating proposed flow rates, capacities, selections, and the building schedule filled out completely	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Outline specifications for each category of proposed work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Narrative describing proposed system, controls, gross design loads, supply and return air system, principal piping materials, and fire protection	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Initial selection of all major mechanical and plumbing equipment. Provide cut sheets of equipment	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order Exhibit A

Design Submission Checklist – Schematic Design

8. Life Cycle Costs developed, if requested by the owner	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Initial code analysis including plumbing fixtures quantity requirements by code	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Electrical	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Site Plan(s) at scale consistent with Architectural Site Plan showing electrical service location and characteristics, sub-stations, vaults etc. (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demolition plans if required indicating existing system and lighting, and include fixtures to be removed	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Floor plans indicating electrical rooms, equipment layout, lighting layout, panel locations, electrical rooms, telephone, and data rooms.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Typical lighting in all areas indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Rough, one-line or riser diagram	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Typical capacities and sizes shown where available	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Preliminary equipment and lighting schedules	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Outline specifications for each category of proposed work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Initial selection of all major electrical equipment and lighting	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Schematic design of load analysis	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Life Cycle Costs shall be developed if requested by the owner	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Code analysis. All existing code deficiencies shall be indicated. A method of correction shall be recommended and an estimate of the cost of that recommendation shall be included	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order Exhibit A

Design Submission Checklist – Schematic Design

13. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	-----------	--------------------------	--------------------------	--------------------------

Civil	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Site plan(s) at scale consistent to convey design concept (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Site utilities illustrated and identified.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Major civil engineering elements illustrated to convey site design concept	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Vehicular and pedestrian circulation layout illustrated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Relationship of all proposed work to existing site survey illustrated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Outline specifications for each category of proposed work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Landscape Architecture	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Site plan(s) at scale consistent to convey design concept (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Relationships of all proposed work to existing site features.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Site concept including trees, walls, fences, planting areas, and special site features to convey overall site design	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Indication of areas to receive landscape irrigation with water source located	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Vehicular and pedestrian circulation layout illustrated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Site improvements including furnishings and signage indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order Exhibit A

Design Submission Checklist – Schematic Design

7. Outline specifications for each category of proposed work.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Process Documents	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Meeting minutes	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Updated project schedule	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Cost estimate (.PDF) and native file format	Reference	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

END OF SECTION 00 00 00-02



Exhibit B

Design Submission Checklist – Design Development

SECTION 00 00 00-03 – DESIGN SUBMISSION CHECKLIST – DESIGN DEVELOPMENT

Project Number: [Click here to enter text.](#)

Designer Project Number: [Click here to enter text.](#)

You must indicate the following information when completing this document:

1. Page number of the plan on which the item is shown. If the item is shown on multiple pages, please list all applicable pages; or if the item is shown on an attachment, rather than the plan:
 - a. For paper submissions indicate the title of the document and the page number in each area
 - b. For electronic submissions, include the file name (e.g. See attached file "Equipment Manufacturer Info on Structural Loading.pdf") and the page number
2. If an entire section (e.g. "Foundation") is not applicable to the project, you must mark ALL of the Not Applicable (NA) boxes for that section.

General	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. All sheets shall have text scale and graphic scale.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. All sheets have a North arrow in a consistent orientation.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Plan sheets divided over multiple sheets require key map near the title block.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Sheet size 24" by 36".	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All text on drawings must be legible.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Conformance with all required national, state, and local codes.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. All plan drawing sheets shall have the same scale and orientation as Architectural Plans.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Net & gross square footage per floor.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Confirm and update building program's functional, occupancy and special requirements, prepare room-by-room summary, identify deviations from program.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Detailed project phasing plan showing areas of work restriction, priorities, delayed access	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Exhibit B

Design Submission Checklist – Design Development

Architectural	Document Reference or Response	Not Applicable	PM Review	
			Yes	No
Prepare drawings, specifications or reports for the following		NA		
1. Refinement of site plan at scale to illustrate building, parking lot layout, site features, adjacent structures, and access to site. (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Refinement of demolition plan indicating extent of demolition (if needed)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Refinement of building floor plans indicating overall dimensions, room titles and numbers, door swings, equipment layout, and fire-rated walls	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Furniture plan	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Refinement of reflected ceiling plans indicating lighting and special ceiling features	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Refinement of roof plans indicating overall dimensions and slopes	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Exterior elevations indicating all openings, dimensions, special features, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Building and wall sections	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Interior or exterior features illustrated in enlarged plans, elevations, and details as needed to convey design	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Interior elevations of restrooms and special millwork	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Door schedule, finish schedule, and partition types to be developed	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Glass and glazing types to be developed	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Accessible routes shall be identified that meet ADA requirements	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Finish material selections finalized	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Cut sheets illustrating proposed systems, materials and equipment	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Color and material sample board	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Gross square footage and area calculations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Exhibit B

Design Submission Checklist – Design Development

19. Code analysis finalized, indicating building classifications, occupancy, interpretations, and special requirements	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Life safety plan with occupant loads, egress routes and travel distances	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Rendering or model if needed and authorized based on scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Equipment	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Plan and schedule of Owner provided equipment.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Floor plan of all laboratories depicting casework and equipment.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Enlarged plan and elevations of typical laboratory spaces.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Preliminary kitchen and specialty equipment plan with equipment schedule.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Structural	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Foundation plan indicating dimensions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Floor plans indicating column spacing dimensions, column sizes, beam sizes, and floor framing	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Building sections showing floor elevations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Typical sectional details	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Structural design for special features	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Exhibit B

Design Submission Checklist – Design Development

7. Calculations for live loads of floor, roof, wind, impact, vibration and other special requirements	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Mechanical and Plumbing	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Refinement of site plan(s) at scale consistent with the Architectural site plan showing existing and proposed utilities, (underground and overhead with sizes, valves, boxes, cleanouts, access ways, and manholes indicated), fire protection Siamese and hydrant locations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Refinement of HVAC plans indicating:	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. HVAC equipment (air handlers, pumps, compressors, etc. shown to scale with clearances indicated including coil pull space for A/C units)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Medium pressure ductwork shown in double line format, placement of single/dual terminal units, and thermostats. Show major taps, splits, and duct sizes	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Low pressure ductwork shown in single line format, not sized. Diffusers, grilles, and returns shown but not sized	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Above ceiling space detail, cross-section and/or other appropriate drawing method to convey requirements for specific services such as special laboratory services, conduit, piping, ductwork, fire protection piping etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Equipment schedules	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Refinement of plumbing plans indicating:				
a. Plumbing fixtures, floor and roof drains, special devices	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Exhibit B

Design Submission Checklist – Design Development

b. Soil, waste and vent piping and main supply taps and piping sized	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Typical riser diagrams	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Special plumbing system requirements such as vacuum, compressed air de-ionized water, medical or laboratory gases	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Equipment and plumbing schedules	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Fire protection plans indicating:				
a. Location of incoming supply, valves, fire pump, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Piping routes, sprinkler head locations in architecturally sensitive areas only, and fire department connections	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Sizes of risers and trunks	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Fire extinguisher locations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Pull station locations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Narrative and special environmental requirements such as equipment, space pressurization, processes, animals, odors, sterility, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Code analysis finalized including plumbing fixtures quantity requirements by code	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Design loads for HVAC and plumbing	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Electrical	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Refinement of site plan and floor plans(s) at a scale consistent with architectural site plan showing electrical service location and characteristics, sub-stations, vaults etc. (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Exhibit B

Design Submission Checklist – Design Development

2. Refinement of demolition plans, if required, indicating existing system and lighting. All lighting and electrical systems being kept or removed shall be indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Refinement of floor plans indicating electrical rooms, equipment layout, lighting layout, panel locations, electrical rooms, telephone, and data rooms	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Refinement of lighting, panel, and equipment schedules	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Schedule of all rooms with maintained foot candle levels	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. One-line diagram	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Telecommunications	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Plan depicting data, telecommunications, audio visual, security and broadband device locations.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Plan depicting cable pathway	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Plan showing security system devices (cameras, push controls, card access, gates)				
4. Cut sheets on devices, equipment, materials and systems	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Civil	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No



Exhibit B

Design Submission Checklist – Design Development

1. Equipment/Storage (trash enclosures, mechanical yards, etc.).	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Vehicular circulation, parking stalls.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Vehicular paving.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Pedestrian sidewalks.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Existing and new civil utility locations.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Existing and new site features.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Detention/retention requirements.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Confirm street and driveway locations.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Provide property line boundaries.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Landscape Architecture	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Refinement of site plan(s) at scale selected to convey the design (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Site plan illustrating complete scope of all landscape architectural elements including hardscape elements, site lighting, and hardscape materials	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Grading plan indicating existing and proposed grades	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Plant materials identified and illustrated on a site plan	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Generally develop the irrigation plan to illustrate provision of coverage, and types of components (sprays on risers, pop- up sprays, rotary, drip systems, etc.)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Exhibit B

Design Submission Checklist – Design Development

Process Documents or Reports	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Meeting minutes	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Updated project schedule	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Cost estimate (.PDF) and native file format, Masterformat division accuracy	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MEP load requirement narrative, demonstrating basis of design	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Signage narrative; monument sign, marquee, way-finding, room, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Calculations for storm water plan	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Traffic impact analysis				

END OF SECTION 00 00 00-03



Service Order - Exhibit C

Design Submission Checklist – Construction Document

SECTION 00 00 00-04 – DESIGN SUBMISSION CHECKLIST – CONSTRUCTION DOCUMENTS

Project Number: [Click or tap here to enter text.](#)

Designer Project Number: [Click here to enter text.](#)

Construction Document Submission Stage: [Click here to enter text.](#)

You must indicate the following information when completing this document:

1. Page number of the plan on which the item is shown. If the item is shown on multiple pages, please list all applicable pages; or if the item is shown on an attachment, rather than the plan:
 - a. For paper submissions indicate the title of the document and the page number in each area
 - b. For electronic submissions, include the file name (e.g. See attached file "Equipment Manufacturer Info on Structural Loading.pdf") and the page number
2. If an entire section (e.g. "Foundation") is not applicable to the project, you must mark ALL of the Not Applicable (NA) boxes for that section.

The Construction Document submittal shall incorporate review comments from both Owner and Owner's project manager. The submittal shall be developed in coordination with the other design professionals, and submitted by the manager of the design team at three stages: a 65% submittal, a 98% submittal, and a 100% submittal. The submittal shall include the following

General	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. All sheets shall have text scale and graphic scale.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. All sheets have a North arrow in a consistent orientation.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Plan sheets divided over multiple sheets require key map near the title block.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Sheet size 30" by 42".	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All text on drawings must be legible when printed at half-size	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Legend, symbol, abbreviations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Vicinity and project location maps	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Conformance with all required national, state, and local codes.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. All plan drawing sheets shall have the same scale and orientation as Architectural Plans.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Net & gross square footage per floor.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

11. Confirm and update building program's functional, occupancy and special requirements, prepare room-by-room summary, identify deviations from program.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Detailed project phasing plan showing areas of work restriction, priorities, delayed access	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Architectural	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Drawings and Specifications shall be completed to the appropriate level. The 98% submittal shall be 100% complete documents for the design professionals, lacking only final comments from Owner. The 100% submittal will incorporate comments from the previous submittal into the documentation.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Drawing symbols, equipment schedules, and abbreviations shall be clearly indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Alternates, if any, shall be clearly written in documentation	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Site plan at scale to illustrate building, parking lot layout, site features, adjacent structures, and access to site. (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demolition plan indicating extent of demolition (if needed)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Building floor plans indicating overall dimensions, room titles and numbers, door swings, equipment layout, and fire-rated walls	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Furniture plan	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Reflected ceiling plans indicating lighting and special ceiling features, lighting and AC Registers. (Sprinklers if special layout is required)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Exterior elevations indicating all openings, dimensions, special features, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Materials	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Floor plate elevations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Exposed mechanical and electrical equipment (to scale)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

d. Finished grades & significant features	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Wall sections with callout for enlarged details	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Major building sections depicting actual thickness of floors and walls, floor elevations, finish grades, room names & numbers, and significant mechanical and electrical equipment.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Interior or exterior features illustrated in enlarged plans, elevations, and details as needed to convey design	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Interior elevations of restrooms and millwork	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Door schedule, head, jamb, sill details, finish schedule	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Glass and glazing types to be developed	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Accessible routes shall be identified that meet ADA requirements	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Finish material selections finalized	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Cut sheets illustrating proposed systems, materials and equipment	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Gross square footage and area calculations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Code analysis finalized, indicating building classifications, occupancy, interpretations, and special requirements	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Life safety plan with occupant loads, egress routes and travel distances	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Roof plan depicting roof top equipment, slopes and required walk pads	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Requirements for roof access	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Wall type schedule making note of default wall type if not identified specifically	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Enlarged stairway and elevator plans	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Enlarged plans of kitchen equipment with equipment schedule.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Enlarged plans of restrooms	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Table summarizing calculated ultimate student capacity limit by non-core spaces and ultimate capacity limit by core spaces (Cafeteria, kitchen, library)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

30. Upon completion of the final submittal, the documents (drawings and specifications) shall include a dated and signed seal of the State of Texas licensed Architect, including date of expiration of current license	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Color and material sample board	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Drawings shall be submitted by the manager of the design team to the appropriate jurisdiction for building permit as agreed to with Owner's project manager	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. Drawings shall also be submitted to the Texas Accessibility Reviewer as required by TAS rules	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. Rendering or model, if needed, and authorized based on scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Equipment	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Plan and schedule of Owner provided equipment. Indicate OFCI, OFOI or CFCI	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Floor plan of all laboratories depicting casework and equipment.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Enlarged plan and elevations of typical laboratory spaces.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Kitchen and specialty equipment plan with equipment schedule.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Structural	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No



Service Order - Exhibit C

Design Submission Checklist – Construction Document

1. Drawings and Specifications shall be completed to the appropriate level. The 98% submittal shall be 100% complete documents for the design professionals, lacking only final comments from Owner. The 100% submittal will incorporate comments from the previous submittal into the documentation.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Drawing symbols, equipment schedules, and abbreviations shall be clearly indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Alternates, if any, shall be clearly written in documentation	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Foundation plan indicating pier sizes, depth of pier, reinforcing and top of pier	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Floor plans indicating column spacing dimensions, column sizes, beam sizes, and floor framing	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Building sections showing floor elevations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Floor plan of all levels depicting column grid, beam locations, and shear walls with corresponding dimensions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All floor plans showing elevations; finish floor, beams, landings, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Roof plan showing slopes coordinated with architectural roof plan.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All plans showing required openings coordinated with architectural plans.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Verify all floor depressions with architectural requirements flooring, expansion joints, control joints, equipment pads.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Column, beam and lintel schedules.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Detail sheets (confirm requirements with architectural details).	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Design Loads showing wind load, live loads, dead loads and special loads.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Structural design required for site and MEP structures if not shown.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Typical sectional details	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Structural design for special features	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Calculations for live loads of floor, roof, wind, impact, vibration and other special requirements	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

20. Upon completion of the final submittal, the documents (drawings and specifications) shall include a dated and signed seal of the State of Texas licensed Structural Engineer, including date of expiration of current license	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Drawings shall be submitted by the manager of the design team to the appropriate jurisdiction for building permit as agreed to with Owner's project manager	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Mechanical and Plumbing	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Drawings and Specifications shall be completed to the appropriate level. The 98% submittal shall be 100% complete documents for the design professionals, lacking only final comments from Owner. The 100% submittal will incorporate comments from the previous submittal into the documentation	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Drawing symbols, equipment schedules, and abbreviations shall be clearly indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Alternates, if any, shall be clearly written in documentation	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. HVAC plans indicating:	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. HVAC equipment (air handlers, pumps, compressors, etc. shown to scale with clearances indicated including coil pull space for A/C units)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Floor plans depicting actual size of duct layout for supply air, return air, and exhaust air and location of mixing boxes, coils, dampers, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Enlarged mechanical room plans depicting equipment and maintenance access.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

d. Enlarged kitchen plan	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Above ceiling space detail, cross-section and/or other appropriate drawing method to convey requirements for specific services such as special laboratory services, conduit, piping, ductwork, fire protection piping etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Equipment details	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Equipment schedules	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Fire damper locations match architectural wall type requirement	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Specialty needs (MDF, IDF, switch, etc.) addressed.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Plumbing plans indicating:	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Plumbing fixtures, floor and roof drains, special devices	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Soil, waste and vent piping and main supply taps and piping sized	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Project-specific riser diagrams	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Special plumbing system requirements such as vacuum, compressed air de-ionized water, medical or laboratory gases	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Equipment and plumbing schedules	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Enlarged kitchen plan	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Flow lines coordinated with Civil	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Fire protection plans indicating:	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Location of incoming supply, valves, fire pump, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Piping routes, sprinkler head locations in architecturally sensitive areas only, and fire department connections	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Sizes of risers and trunks	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Fire extinguisher locations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Pull station locations	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

8. Narrative and special environmental requirements such as equipment, space pressurization, processes, animals, odors, sterility, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Code analysis finalized including plumbing fixtures quantity requirements by code	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Design loads for HVAC and plumbing	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Refinement of HVAC plans indicating:	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. HVAC equipment (air handlers, pumps, compressors, etc. shown to scale with clearances indicated including coil pull space for A/C units)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Medium pressure ductwork shown in double line format, placement of single/dual terminal units, and thermostats. Show major taps, splits, and duct sizes	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Low pressure ductwork shown in single line format, not sized. Diffusers, grilles, and returns shown but not sized	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Upon completion of the final submittal, the documents (drawings and specifications) shall include a dated and signed seal of the State of Texas licensed Mechanical Engineer, including date of expiration of current license	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Drawings shall be submitted by the manager of the design team to the appropriate jurisdiction for building permit as agreed to with Owner's project manager	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Electrical	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Drawings and Specifications shall be completed to the appropriate level. The 98% submittal shall be 100% complete documents for the design professionals, lacking only final comments from Owner. The 100% submittal will incorporate comments from the previous submittal into the documentation	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

2. Drawing symbols, equipment schedules, and abbreviations shall be clearly indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Alternates, if any, shall be clearly written in documentation	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Refinement of lighting, panel, and equipment schedules	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demolition plans, if required, indicating existing system and lighting. All lighting and electrical systems being kept or removed shall be indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Floor plans indicating electrical rooms, equipment layout, lighting layout, panel locations, electrical rooms, telephone, and data rooms	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Reflective ceiling plan depicting switch and light fixture locations with circuit callouts.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Floor plans depicting power outlet device locations and circuit callouts.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Lighting and Equipment wiring indicated with conductor count and type	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Enlarged plan of kitchen	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Enlarged electrical room plans	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Enlarged technology room plans	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Refinement of lighting, panel, and equipment schedules	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Schedule of all rooms with maintained foot candle levels	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. One-line diagram	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Upon completion of the final submittal, the documents (drawings and specifications) shall include a dated and signed seal of the State of Texas licensed Electrical Engineer, including date of expiration of current license	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Drawings shall be submitted by the manager of the design team to the appropriate jurisdiction for building permit as agreed to with Owner's project manager	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Energy analysis shall be documented	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

Telecommunications	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Plan depicting data, telecommunications, audio visual, security and broadband device locations.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Plan depicting cable pathway	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Enlarged plans of telecommunications rooms	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Owner-provided items coordinated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Telecommunications support for building automation system	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Security system devices indicated (cameras, push controls, card access, gates)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. HVAC requirements depicted and conflicts removed	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Cut sheets on devices, equipment, materials and systems	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Specifications written to match the scope of work	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Civil	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Drawings and Specifications shall be completed to the appropriate level. The 98% submittal should be 100% complete documents for the design professionals, lacking only final comments from Owner. The 100% submittal will incorporate comments from the previous submittal into the documentation.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Drawing symbols, equipment schedules, and abbreviations shall be clearly indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Alternates, if any, shall be clearly written in documentation	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

4. Equipment/Storage (trash enclosures, mechanical yards, etc.).	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Vehicular circulation, parking stalls and types.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Vehicular paving with jointing locations, dimensions and details.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Pedestrian sidewalks with jointing locations, dimensions and details.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Existing and new civil utility locations.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Existing and new site features.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Detention/retention requirements.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Confirm street and driveway locations.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Provide property line boundaries.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Fire apparatus access	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Bicycle circulation and rack locations.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Grading plan showing existing and final contours.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Site lighting and fixtures with foundation designs for all.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Site Furnishings.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Limits of construction.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Building location showing dimensions and/or coordinates.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Bench mark location, elevation and datum.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Provide property line boundaries.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Confirm street and driveway locations and dimensions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Drainage plan with calculations.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Storm Water Pollution Protection Plan (SWPPP) and details, and Best Mgmt protection Plan (BMP).	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Sanitary Sewer layout and details.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Domestic water supply layout and appropriate details (IE valves, valve pits, meter, meter vaults, backflow preventer).	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Fire Water line supply lay out and appropriate details (IE valves, valve pits, meter, meter vaults, backflow preventer).	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Storm drainage layout with profile and details.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Verify connection location and coordinate flow lines with exiting building utilities.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

30. Extent of construction area, laydown area and approved routes for egress.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Campus directional signage	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Construction area fencing and tree protection.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. Upon completion of the final submittal, the documents (drawings and specifications) should include a dated and signed seal of the State of Texas licensed Civil Engineer, including date of expiration of current license	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Landscape Architecture	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Drawings and Specifications shall be completed to the appropriate level. The 98% submittal should be 100% complete documents for the design professionals, lacking only final comments from Owner. The 100% submittal will incorporate comments from the previous submittal into the documentation	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Drawing symbols, equipment schedules, and abbreviations shall be clearly indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Alternates, if any, shall be clearly written in documentation	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Refinement of site plan(s) at scale selected to convey the design (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Site plan illustrating complete scope of all landscape architectural elements including hardscape elements, site lighting, and hardscape materials	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Grading plan indicating existing and proposed grades	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Plant materials identified and illustrated on a site plan	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

8. Irrigation plan to illustrate provision of coverage, and types of components (sprays on risers, pop- up sprays, rotary, drip systems, etc.)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Irrigation sleeves indicated	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Valve location and meter location acceptable and coordinated with Civil	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Irrigation control panel coordinated with electrical	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Site plan(s) at scale selected to convey the design (including scale, graphic scale, and north arrow)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Site plan illustrating complete scope of all landscape architectural elements including hardscape elements, site lighting, and hardscape materials	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Upon completion of the final submittal, the documents (drawings and specifications) should include a dated and signed seal of the State of Texas-licensed Landscape Architect. Landscape irrigation drawings and specifications shall include the dated and signed seal of the State of Texas- licensed Landscape Irrigator	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The Landscape Architect shall prepare the Tree Preservation Plan and Tree Affidavit form, required as part of the building permit process	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Cost estimate of the work. This cost estimate shall describe the work and clearly define inclusions and exclusions.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Specifications	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Title Page	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Table of contents	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Request for bid (if required)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Instructions to bidders	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Contract form	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. General Conditions	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Service Order - Exhibit C

Design Submission Checklist – Construction Document

7. Amendments to General Conditions (TASB or other modifications)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. General Conditions - portable bldg (if required)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Federal requirements, Wage scale, Weather days etc	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Description of work (any required sequencing)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Alternates and or Unit Prices	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Complete specifications section by section with footer containing section # and subject	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Security - badges and employee background verifications	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Summary checklist of all required progress submittal documents (including technical specification sections)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Summary checklist of all required closeout documents (including technical specification sections)	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Process Documents or Reports	Document Reference or Response	Not Applicable	PM Review	
Prepare drawings, specifications or reports for the following		NA	Yes	No
1. Meeting minutes	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Updated project schedule	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Cost estimate (.PDF) and native file format, Masterformat division accuracy	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MEP load requirement narrative, demonstrating basis of design	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Signage narrative; monument sign, marquee, way-finding, room, etc.	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Calculations for storm water plan	Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Traffic impact analysis	Reference			

END OF SECTION 00 00 00-04

