AGREEMENT FOR ARCHITECTURAL/ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between the **Dublin Independent School District** called **"District,"** and _____**,** herein called **"A/E."** [1]

WITNESSETH

WHEREAS, District proposes to undertake a construction and renovation project herein described which requires the services of a duly qualified and licensed architect and/or engineer, and

WHEREAS, A/E represents that the A/E is licensed, or otherwise legally permitted under Texas law, to practice architecture and/or engineering in the State of Texas and qualified to provide the services required by District, and

WHEREAS, the Parties have negotiated upon the terms pursuant to which A/E will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the Parties, it is hereby agreed:

1. **AGREEMENT**

District retains A/E to perform, and A/E agrees and undertakes to provide to District, for the consideration and upon the terms and conditions herein set forth, the architectural and/or engineering services specified in this Agreement and those related services incidental thereto ("Basic Services").

2. **DESCRIPTION OF PROJECT**

Architectural and engineering services relating to: Construction of a new agriculture instruction and barn facility at Dublin High School, in Dublin, Texas (the "Project"). The total construction costs for Project are not to exceed $_____, unless written approval is given by the District.

3. **TERM OF INITIAL PERFORMANCE UNDER AGREEMENT**

The Term of this Agreement shall commence on the date of execution by the Parties until the expiration of all construction contract guarantees of the Project or one year following such time as all construction work relating to the A/E's services provided herein has been accepted by the District, whichever is longer.

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[1] The terms "A/E" or "architect/engineer" are a generic reference to the design professional selected by the District for the Project, which may be a properly licensed and credentialed architect or engineer, who will provide professional design and contract administration services. The terms "A/E" "architect/engineer" shall mean a reference to _____ [insert selected design professional], who may be an architect or engineer, whichever term is applicable to this Project.

4. **COMPENSATION**

Unless payment of compensation is otherwise provided herein, as compensation for all assessment, evaluation, pre-design, design, oversight and construction contract administration services required by A/E in performance of this agreement, District shall pay to A/E:

a. BASIC SERVICES: For all A/E services relating to pre-design, design and construction administration for the Project as designated in Section 2, compensation shall not to exceed the lesser of _____ (_____%) percent of the Construction Cost at final completion, as set out in Section 4.c.i, or the dollar amount set forth below.

Regardless of the Construction Cost at final completion, the total fee for A/E's Basic Services for the Project shall not exceed $_____, unless an increase in compensation for the A/E has been duly and expressly authorized by the District, in writing.

Absent extenuating circumstances and prior written approval by the District, Basic Services shall include all work by A/E's consultants as specified in Section 5.h. Cost of extra consultant services, if any, shall be borne by A/E, unless expressly provided herein or authorized in advance by the District in writing and, if so, will be billed at the actual cost of consultant's services.

A/E compensation, when based on the stated percentage of the "Construction Costs" as applicable for the Project, or a particular portion of the Project, as designated by District in a written Notice to Proceed shall include total cost to the District of all elements designed or specified by the A/E or the A/E's consultants and the District's cost of labor and materials in constructing such portions of the Project, provided the Work is designed and construction is overseen by A/E. For purposes of the A/E's compensation, the constructions costs shall only include the District's cost of Work designed by the A/E, at the request of the District. If a portion of the Project is designed but not constructed, then A/E's compensation shall be based on "construction cost" of the Work actually constructed. When used to establish the A/E's compensation, "construction costs" is defined to mean the lesser of the Construction Costs set out in section 4.c.i or the lowest responsible bid (or the most recent estimated cost if bids are not taken or received). In no event, when used to establish A/E's compensation, shall total construction costs for a portion of the Project exceed the budget the District has designated for such Work, unless written approval is given by the District. Any portions of the Project which are not designed as specified by District are expressly excluded from the total construction cost for purposes of calculating A/E's compensation for Basic Services.

b. ADDITIONAL SERVICES: For all additional services other than Basic Services, a fee to be agreed upon by the Parties in writing prior to performance of such services by A/E, which fee may be a flat amount, or, if no fee is agreed to, the A/E's standard hourly rates, which are attached hereto as Exhibit "A," shall apply.

c. CONDITIONS ON PAYMENT: A/E's compensation shall be paid by District to A/E in accordance with the following conditions:

i. For purposes of computing A/E's fee for Basic Services based upon "total construction costs," the Parties estimate such costs for the Project at $_____. This estimate may be revised by the Parties at any time to more accurately reflect actual "total construction costs" as such costs become apparent from additive change orders or additional work agreed to by District and contractor, and which is designed and overseen by A/E. Any increase in total construction costs must be specifically stated and agreed to in writing by District and A/E to be effective. Any increase

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in A/E's fee resulting from an increase in total construction costs must be specifically stated and agreed to in writing by District and A/E to be effective.

d. REIMBURSABLE EXPENSES: Reimbursable Expenses are in addition to compensation for Basic and Additional Services and only include expenses incurred by the A/E and A/E's employees and consultants in the interest of the Project, as identified in the following clauses. Reimbursable expenses shall be itemized and presented monthly by A/E to District for payment upon approval by District's authorized representative. Reimbursable Expenses shall be billed by A/E at A/E's actual cost without mark-up, unless specific rates are specified below. Unless prior approval is provided by District, reimbursement shall be paid to the A/E only for the following:

i. Copies and reproduction of Construction Documents, drawings and specifications at costs incurred by A/E.
ii. Fees advanced for securing approval of authorities having jurisdiction over this Project at costs incurred by A/E.
iii. Reimbursement for travel, lodging and meals authorized in advance in writing by District and in accordance with District Policy DEE (LOCAL).
iv. Advertising/solicitations for bids at actual cost incurred by A/E.
v. Additional site surveys not included in Basic Services at actual cost incurred by A/E.

e. TIME OF PAYMENTS: A/E's compensation shall be paid by District to A/E monthly, in arrears, in accordance with the following conditions:

i. Payments on account of Basic Services shall be made as A/E's performance hereunder progresses upon the following schedule:

UPON COMPLETION OF	PERCENTAGE OF TOTAL FEES	CUMULATIVE PERCENTAGE OF TOTAL FEES
Pre-Design Phase:	0%	0%
Schematic Design Phase:	10%	10%
Design Development Phase:	25%	35%
Construction Document Phase:	40%	75%
Bidding or Negotiation Phase:	5%	80%
Construction Phase:	18%	98%
Post Construction Phase:		
Final Completion:	1%	99%
End of Contractor's Warranty Period:	1%	100%

ii. Payments on account of additional services shall be made in installments not more often than monthly, proportionate to the degree such services are completed or in such other manner as the Parties shall specify when such services are agreed upon.

iii. Payment, when due, shall be made to A/E in accordance with District's ordinary business practices. Any invoice, or portion thereof, for Progress Payments or Additional Services to which District does not object and that remains unpaid after thirty-one (31) days, shall incur simple interest as set out in Texas Government Code Chapter 2251, Subchapter B. Nothing contained

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herein shall prevent or otherwise limit District from withholding any payment or portion of a payment for which District has provided A/E notice of a bona fide dispute or objection.

iv. Should District terminate this Agreement without cause, at any time during the performance of this Agreement, A/E shall, upon notice of such cancellation, immediately cease all work hereunder. In such event, A/E's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services actually performed to the date of such notice and shall include compensation for services within the phase of performance at which the A/E's work stopped, proportionate to the degree of completion of the work on such phase, but not more.

5. **BASIC SERVICES TO BE RENDERED BY A/E**

As applicable to the Work expressly authorized by the District in a written Notice to Proceed, A/E's Basic Services shall include project cost estimating, design, engineering, oversight, construction contract administration and management services as set out herein to complete the Project or portions of the Project as requested by the District, and include without limitation, the following.

a. PRE-DESIGN PHASE.

i. Conduct all examinations, evaluations and surveys.

ii. Necessary consultations with representatives of District and with representatives of any funding, licensing or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project. The A/E shall assist the District in applying for and obtaining required approvals from applicable governmental agencies having jurisdiction, as needed.

iii. Advise and assist District in determining the type and quality of materials and construction, and balancing the intent and purpose of the Project with funds budgeted therefore.

iv. The A/E shall advise the District of any need for the District to secure tests, analysis, studies, reports or consultant's services not to be otherwise provided by the A/E, in conjunction with the development of the Design and Construction Documents for the Project.

v. The A/E shall verify the observable existing conditions of the Project, and compare to any existing As-Built drawings.

vi. The A/E shall become familiar with the Project site and review any written instructions from the District that address the Project's scope, including but not limited to, the individual space requirements for program areas, special utilities, finishes, fixed equipment, physical assessments of the facilities, District's determination of needs and any other guidelines or requirements which may impact the design and/or construction of the Project (the "Design Criteria"), and shall arrive at a mutual understanding of such requirements with the District. A/E shall consult, to the extent required by District, with authorized employees, agents, consultants and/or representatives of the District relative to the design and construction of the Project. Upon review of the existing conditions, the Design Criteria, and upon consultation with the District's representatives, the A/E shall develop a Facility Program for the Project. The Facility Program shall consist of a detailed description of the intended Design Criteria and character of the Project with accompanying Project Schedule, Project Budget, objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

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vii. Upon completion of the Facility Program for the Project by the A/E, the A/E shall prepare a Construction Cost estimate for the Project in order to determine the revised Project Budget, for approval by the District. If the Construction Cost estimate exceeds the Project Budget or portion of the Project Budget designation for Work as specified by the District, and the District elects not to approve a revision of the Project Budget, then the A/E, with the assistance of the District, shall make scope reduction recommendations, subject to the District's approval, in order to meet the District's original designated Project Budget, or adjust the Project Budget to an amount acceptable to the District. The A/E shall provide this assistance at no additional cost to the District.

b. SCHEMATIC DESIGN PHASE: Preparation for the approval of authorized representatives of District of schematic design studies, drawings and other necessary documents showing site utilization and the scale and relationship of the components of the Project; preparation of a written updated Construction Cost Estimate, and a written time schedule for the performance of A/E's work hereunder.

c. DESIGN DEVELOPMENT PHASE: Preparation from the approved schematic design studies for approval by District of the design development documents consisting of site and floor plans, elevations and other drawings and documents, as applicable, which are sufficient to fix and describe the size and character of the Project as needed for structural, mechanical and electrical systems, kinds of materials and outline specifications. A/E shall also provide District with a revised and updated Construction Cost Estimate. A/E shall assist District in applying for and obtaining required approvals from all applicable governmental authorities and/or agencies having jurisdiction over the Project.

d. CONSTRUCTION DOCUMENTS PHASE:

i. A/E shall prepare, from the approved design development documents for the approval of District, complete working drawings and specifications that when reviewed in conjunction with all Contract Documents, submittals, etc., shall set forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the architectural and/or engineering, structural, mechanical, electrical systems and utility-service-connected equipment and site work; in conjunction with the District's attorney, prepare necessary bidding information, bidding forms, bidding instructions, general conditions of the contract and the Contract Documents between District and the prospective successful bidder(s) as required of school districts by Texas bid laws. Bid and contract forms and documents shall be submitted to District for review and approval at least twenty (20) days prior to proposed publication. As needed, A/E shall assist District in filing any necessary documents for procuring the approval of any governmental authorities or other agencies having jurisdiction over the Project. A/E shall also give to District, at the time of delivery of the proposed final form of construction documents, A/E's final statement of probable construction cost.

ii. A/E shall insert in the Project specifications the requirement that the Contractor (or Construction Manager at Risk) provide payment and performance bonds, as required by Texas Government Code Chapter 2253. All such bonds shall comply with the requirements of Texas Insurance Code §35.03.001, *et seq.*, and Texas Government Code Chapter 2253, or their successors, and that all insurance companies shall be licensed to do business in the State of Texas. District and A/E 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.

iii. As required by law, any bid or proposal document and contract shall contain prevailing wage rates, which the A/E may request from the District, consistent with prevailing rate enforcement provisions as set out in Texas Government Code §2258.001, *et seq.* and District

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Policy CV (LEGAL). If the District does not provide a prevailing wage rate, the A/E shall assist the District with conducting a prevailing wage survey and adopting a prevailing wage schedule, or shall use the prevailing wage rate as set out Davis-Bacon Act, 40 USC Section 3141 (accessed on the internet at https://sam.gov/content/wage-determinations), as directed by District.

iv. A/E shall insert in the Project's specifications a requirement that contractor(s) provide general liability insurance to cover any loss the District could suffer as a result of contractor's negligent or intentional acts or omissions. Such coverage shall be in such amounts to cover the cost of the Project itself, plus any additional and/or consequential damages that could arise out of the contractor's negligent acts or omissions. In addition, A/E shall insert in the Project's specifications a requirement that contractor(s) shall provide the required workers' compensation coverage, as set out in 28 T.A.C. §110.110(C)(7), and as required under District Policy CV (LEGAL).

v. A/E shall insert in the Project's specifications a requirement that contractor(s) shall provide covered employee information, as defined in Paragraph 11 herein, so that the District can obtain criminal history records, as required by Texas Education Code §22.0834.

vi. As required by law, any bid or proposal document and contract shall contain provisions that contractor comply with all applicable Equal Opportunity laws and regulations including, but not limited to, a contractor's agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status. Such contract shall require that contractor shall remain in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by applicable Department of Labor regulations.

e. BID PHASE: A/E, following District's approval of construction documents and District's receipt of A/E's final estimate of probable construction costs (which estimate shall not exceed the amount last accepted by the District per Section 5.c herein), shall reproduce the plans, specifications and construction documents in the required number and assist District in dissemination of plans, specifications and construction documents among interested contractors and in obtaining and evaluating bids and preparation of the construction contract. Should the lowest bid received exceed A/E's final estimate of probable construction costs as accepted by District, A/E shall, if possible and on request by District as part of Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within such estimated cost.

f. CONSTRUCTION PHASE: The construction phase shall begin upon award of the construction contract and shall end upon District's approval of A/E's final certification for payment to the contractor(s). During this phase, A/E shall:

i. Provide general administration of the Project as set out in the construction contract and construction documents.

ii. Advise and consult with and serve as a representative of District in the general administration of the construction contract and in District's dealings with the contractor(s). A/E shall have authority to act for District to the extent provided in the construction contract(s) as modified by District.

iii. The A/E shall visit the site at intervals appropriate to the stage of the contractor's operations, or as otherwise requested by the District, to:

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1. become generally familiar with and to keep the District informed about the progress and quality of the portion of the work completed; “work” as used herein shall include only those building systems and elements within the A/E scope of services;

2. use reasonable care to guard the District against deficiencies in the work; and,

3. to determine, in general, if the work is being performed in a manner indicating that the Project, when fully completed, will be in accordance with the Project’s Contract Documents for the work.

The A/E shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures or the safety precautions and programs in connection with the Project, since these are solely the contractor’s rights and responsibilities.

iv. The A/E shall report to the District known deviations from the Contract Documents from the most recent construction schedule submitted by the contractor. The A/E, however, shall not be responsible for the contractor’s failure to perform the work in accordance with the requirements of the Project‘s Contract Documents. The A/E shall be responsible for the A/E’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(s), subcontractor(s) or their agents or employees or for any other person or entities performing portions of the work, provided the A/E shall notify the District anytime it observes or has reason to believe that the constructions means, methods, techniques, sequences or procedures are not in compliance with the construction documents, including but not limited to: plans, specifications, Contract Documents, or the customary practices of similar projects in or near Dublin, Texas. In no event shall the A/E have control of or be responsible for job site safety precautions or programs in connection with the Project, which are solely the contractor’s obligation.

v. The A/E shall review and approve or take other appropriate actions upon contractor’s submittals, such as shop drawings, product data and samples for the purpose of checking for conformance with the Contract Documents and all applicable laws, statutes, ordinances, codes, rules and regulations. The A/E’s actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the District, contractor(s) or separate contractor(s), while allowing sufficient time in the A/E’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor(s) as required by the Contract Documents. The A/E’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures. The A/E’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

vi. A/E shall examine and verify contractor’s applications for payments and issue certificates for payment for work completed in such amount as A/E shall judge proper under the Contract Documents. The A/E’s certification for payment shall constitute a representation to the District, based on the A/E’s evaluations, observations and inspections of the Work as provided in Subsection 5.f.iii, and on the data comprising the Contractor’s Application for Payment, that the Work has progressed to the point indicated, to the best of A/E’s knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents, that the Work is done in a good and workmanlike manner and that all subcontractors and supplies have been paid by Contractor. The

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foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) to results of subsequent tests and inspections; (3) to correction of minor deviations from the Contract Documents prior to completion; and, (4) to specific qualifications expressed by the A/E.

vii. Prepare any necessary change orders, in writing, for approval by contractor and District and, as required, all applicable governmental agencies.

viii. Conduct inspections with the District to determine the date or dates of substantial completion and the dates of final completion. The A/E shall receive from the contractor and forward to the District, for the District's review and records, written warranties and related documents required by the Contract Documents and assembled by the contractor, and shall issue a final certificate for payment based upon a final inspection indicating the work complies with the requirements of the Contract Documents.

g. POST CONSTRUCTION PHASE: In addition and as part of his basic professional services, A/E will provide advice to the District on apparent deficiencies in construction following the acceptance of the work, and prior to the expiration of any applicable construction contract guarantees of the Project. After the approval of the A/E's final certificate for payment to the contractor, A/E will be available for reasonable consultation relating to the Project and the plans drawn by the A/E. A/E shall attend meetings, at the request of District, relating to completion of any punch list or lists; relating to any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by the A/E; or relating to any other matter germane to the completion of the Project.

h. ENGINEERS AND CONSULTANTS: A/E shall employ or retain engineers and other experts and consultants at A/E's own cost, to the extent needed to fulfill A/E's performance of this Agreement, including:

a. Structural engineer
b. Mechanical engineer
c. Electrical engineer
d. Construction cost estimator
e. Civil engineer (including topographical surveyor)
f. Geo-technical Engineer

i. All engineers and experts and consultants not employed by A/E and not listed herein which are needed for the Project shall be retained by A/E upon approval by District prior to their engagement. All costs associated with A/E retaining such engineers and consultants approved by the District will be billed to the District as a Reimbursable Expense at A/E's actual cost.

ii. A/E shall cause each engineer and consultant listed above, before the times such engineer or consultant shall commence any work relating to the Project, to provide District with evidence that each such engineer and consultant has in effect worker's compensation insurance in the amounts required by law and as required by District Policy CV (LEGAL)(attached hereto as Exhibit "C," which is adopted herein by reference for all intents and purposes), a policy of comprehensive general liability insurance and professional liability insurance, which shall have the same limits, endorsements and requirements as specified for the A/E as set out in Exhibit "B" of this Agreement.

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i. A/E shall notify District promptly of any significant defect in materials, equipment or workmanship which comes to A/E's attention and of any default by contractor(s) in the orderly and timely prosecution of the work.

j. A/E shall endeavor to secure compliance by contractors with the contract requirements, but A/E does not guarantee the performance of their contracts.

k. A/E shall not make any modifications to plans, designs, or specifications which would increase the size or scope of the Project or which would increase the probable cost of construction, without the prior express written consent of the District. Before performing any substantial work on any modification or change in design, plans or specifications, A/E shall notify the District in writing of the amount of any increase in the probable cost of construction due to such proposed modifications or change and any change to A/E's fee as a result thereof.

l. A/E will consult as necessary with representatives of the District and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning and construction of the Project and the post construction phase noted above, and agrees to provide all certificates as may be required by law including, but not limited to, 19 T.A.C. §61.1040.

m. A/E, as part of the basic professional services, shall furnish at A/E's own expense without additional cost to District, all draftspersons and clerical personnel necessary to perform the services described herein.

n. In addition to the A/E's Basic Services, the A/E shall exercise due care to protect the District from progress payments to the contractor for materials not furnished or work not satisfactorily completed.

o. The A/E will provide the following services related to the Project described in Section 2, as necessary, at no additional cost to District:

1. Site evaluations;
2. Planning studies;
3. A review of existing facilities and drawings;
4. Estimates of construction costs for the Project described in Section 2, which will include estimates for every applicable category of construction;
5. Architectural and/or engineering services related to the Project throughout the contractor's warranty period; and,
6. Construction contract administration.

6. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

a. Make available to A/E all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations.

b. As necessary for the Project and upon request, furnish A/E with a survey of the Project site prepared by a registered surveyor, which shall indicate existing structures, improvements, sewer, water, gas, electrical and utility lines, and boundary dimensions of the site, and provide other

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investigations, evaluation and reports, if not provided as part of A/E's Basic Services and required by the scope of the Project or by law..

c. To pay all fees required by any reviewing or licensing agency.

d. To designate a representative authorized to act as liaison between A/E and District in the administration of this Agreement and construction contracts.

e. To furnish at District's expense the services of any Project inspector agreed to or required by law.

f. To review all documents submitted by A/E and advise A/E of decisions thereon within a reasonable time after submission.

g. To issue any orders to contractors through A/E or with notice to A/E.

h. To notify A/E in writing of any deficiencies in material or workmanship becoming apparent during contractor's guarantee period.

i. To retain a testing service for materials testing and inspection as required by applicable law.

7. **INDEMNITY**

Approval of any Construction Documents by District shall not constitute and shall not be deemed to be a release of the responsibility and liability of A/E, its agents, employees, and subcontractors, for Construction Documents which shall be sufficient for District to complete the construction of the Project and be free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by District for any defect in the Construction Documents prepared by A/E, its agents, employees, subcontractors, or consultants, it being the intent of the Parties that the approval by District signifies District's approval of only the general design concept of the improvements to be constructed. In this connection, **A/E SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE 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 DISTRICT, CONSTRUCTION MANAGER, A/E, CONTRACTOR OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH MAY ARISE FROM OR BE CONNECTED WITH ANY ACT OF NEGLIGENCE OR INTENTIONAL TORT ON THE PART OF A/E OR A/E'S AGENTS OR CONSULTANTS OR ANOTHER ENTITY OVER WHICH A/E EXERCISES CONTROL, OR FOR ANY BREACH OF ANY OF A/E'S OBLIGATIONS UNDER THIS AGREEMENT;** provided and except, however, that this indemnification provision shall not be construed as requiring A/E to indemnify or hold District 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 wholly or partially by any act of negligence or breach of obligation under this Agreement by District or District's employees or agents, except A/E.

The A/E's services shall be performed with the professional skill and care ordinarily provided by an architect or engineer consistent with the professional standards of an architect or engineer practicing in and around Amarillo, Texas, and under the same or similar circumstances, and

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as specified in this Agreement. A/E services shall be provided as expeditiously as is prudent considering the skill and care of a competent architect or engineer. The A/E shall be responsible to the District for direct costs and damages resulting from: (i) any material defects in A/E's design; (ii) correction of unworkable design details; (iii) A/E's failure to comply with the material terms of this Agreement; and, (iv) any material errors and omissions by the A/E resulting in financial harm to District.

8. **INSURANCE**

The A/E shall carry general liability and professional liability (errors and omissions) insurance, covering the services provided under this Agreement, as set out in Exhibit "B." A Certificate of Insurance indicating the expiration date, and existence, of the A/E's professional liability insurance is required prior to commencement or continuation of performance of the services under this Agreement. Each request for payment by the A/E shall include the expiration date of the insurance. A/E shall deliver to the District replacement certificates not less than thirty (30) calendar days prior to the expiration of any such insurance. If, however, A/E fails to pay any of the renewal premiums for the expiring insurance policies that A/E is required to provide by this Agreement, the District shall have the right (but not the obligation), after written notice to A/E, to make such payments and set off the amount thereof against the next payment(s) coming due to A/E under this Agreement until the District is fully reimbursed.

The Certificate of Insurance requirements are attached hereto as Exhibit "B." The Certificate shall indicate the expiration date of the A/E's professional liability and errors and omissions insurance. The Certificate is to identify the specific name of the Project according to the terms of this Agreement and identify the District as the Project's Owner. District acknowledges that this provision does not require project specific professional liability and errors and omissions insurance.

A/E agrees that it will continue to carry insurance as set out in by Exhibit "B" for at least four (4) years following such time as all construction work relating to A/E's services provided herein has been accepted by the District (the "Coverage Period"). During this Coverage Period, A/E shall continue to provide District with replacement insurance certificates no less than thirty (30) calendar days prior to the expiration of any such insurance. If A/E fails to pay any renewal premium during the Coverage Period, District shall have the right, after providing notice to A/E, to make payments to continue such insurance until the Coverage Period ends, and A/E agrees to reimburse District the cost of such payments made.

9. **ERRORS AND OMISSIONS**

In addition to any other remedy which may be available to District under this Agreement or under the laws of the State of Texas, District may require A/E to pay all costs made necessary by any intentional acts or negligent performance of professional services of the A/E including, but not limited to, costs for the removal or replacement of materials or both, to the extent that A/E is liable under Texas' proportionate responsibility law, as set out in Texas Civil Practice and Remedies Code §33.001, *et seq.* A/E shall not receive any fee for any work performed in correcting said error or omission. Notwithstanding the foregoing, District shall pay for the cost of any actual materials which were omitted for any reason, but only to the extent the Contract Price obtained from the contractor would be or was lower by reason of said omission. The A/E, however, shall be responsible for any costs necessary to correct any error or omission by the A/E when such costs would not have been necessary to the Project but for the A/E's error or omission.

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10. **COMPLIANCE WITH LAWS**

The A/E shall review all laws, codes and regulations applicable to the A/E's services including but not limited to 19 T.A.C. §61.1040, as applicable for the Project. The A/E shall respond in the design of the Project to requirements imposed by governing authorities having jurisdiction over the Project.

A/E and all engineers, experts, and consultants retained by A/E in performance of this agreement shall be licensed to practice in their respective professions, as required by applicable law. A/E shall notify District of the identity of all consultants prior to their commencement of work.

Pursuant to Texas Education Code §44.034, A/E must give advanced written notice to the District if the A/E or an owner or operator of the A/E has been convicted of a felony. The District may terminate this Agreement if the District determines that the A/E failed to give such notice or misrepresented the conduct resulting on the conviction. This provision requiring advanced notice does not apply to a publicly held corporation.

As required by Texas Education Code §22.0834, A/E will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the A/E if the employee, applicant, or agent has or will have continuing and direct duties related to the contracted services, and the duties are or will be performed on school property or at another location where students are regularly present. The District shall be the final decider of what constitutes a "location where students are regularly present." A/E's violation of this provision shall constitute substantial non-performance.

11. **CRIMINAL HISTORY**

So that District can obtain the national criminal history record information required by Texas Education Code §22.0834 on all "covered employees" (as defined in this Section) of A/E, its consultants, subcontractors, or any subcontracting entities who will perform A/E's services, A/E shall submit to District the names and all necessary identifying information necessary to enable District to obtain the national criminal history information on those covered employees before they begin the A/E's services. A/E's submission will include the employee's written authorization for District to obtain such criminal history information. District may, in its sole discretion, prohibit the use of any employee to perform the A/E's services after its review of the criminal history information, but cannot disclose the criminal history information to A/E. A/E shall reimburse District for District's costs incurred in obtaining the criminal history information.

A/E will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to perform A/E's services. If A/E receives information that a covered employee has a reported disqualifying criminal history, then A/E will immediately remove the covered employee from the Project and notify the District in writing within three business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then A/E agrees to discontinue using that covered employee to provide services on District's Project. If A/E has taken precautions or imposed conditions to ensure that the employees of A/E and any A/E consultant will not become covered employees, A/E will ensure that these precautions or conditions continue throughout the time the contracted services are provided. A/E's violation of this provision shall constitute substantial non-performance.

For the purposes of this Section, "covered employees" means employees, agents or subcontractors of A/E or any of A/E's consultants who has or will have continuing duties related to the services to be performed on District's Project and has or will have direct contact with District's students.

SAMPLE

The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the District; 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.

Any subcontractor entity shall be required by the terms of their contract with A/E or any other contracting entity, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

On request of District, A/E shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees of the A/E, Contractor and all subcontracting entities. A/E shall update this list on District's request.

12. **IMMIGRATION LAW**

Any bid or proposal document shall contain notice to all contractors and subcontractors working on this Project for District that it shall comply with all federal, state and local immigration laws; verify all employees' eligibility to work in this country; and, indemnify the District for any damages and legal fees that the District incurs as a result of a contractor's and/or subcontractor's failure to comply with applicable immigration laws.

13. **RECORDS**

A/E shall keep and maintain full and complete documentation and accounting records concerning all services performed by it. A/E shall maintain all records concerning the Project for a period of four (4) years after is completion. A/E shall make such documents and records available to authorized representatives and/or agents of the District for inspection at any reasonable time. Should this Project be subject to litigation, the A/E shall maintain all records concerning this Project for four (4) years or until the litigation is completed, whichever is longer.

At any time during the term of this Agreement and for a period of four (4) years thereafter the District or a duly authorized agent and/or representative of the District, or the State of Texas, at its expense and at reasonable times, reserves the right to audit the A/E's records and books relevant to all services provided under this Agreement. In the event such an audit by the District reveals any errors/overpayments by the District, the A/E shall refund the District the full amount of such overpayments revealed by such audit within thirty (30) days of such audit findings, or the District, at its option, reserves the right to deduct such amounts owing the District from any payments due the A/E.

14. **PRESERVATION AND DISCLOSURE OF CONTRACT DOCUMENTS**

Pursuant to Texas Government Code 552, Subchapter J, the selected A/E will be bound by the following terms if the resulting contract has a stated expenditure of at least $1,000,000 for the purchase of goods or services by the District or if the resulting contract results in the expenditure of at least $1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to the resulting contract that is in the possession or custody of the A/E and not in the possession or custody of the

SAMPLE

District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the A/E that A/E provide that information to the District.

The selected A/E must:

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

b. Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the A/E upon request of the District; and,

c. On completion of this Agreement, either:

i. Provide to the District at no cost all contracting information related to the Agreement that is in the custody or possession of the A/E; or

ii. Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

iii. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the A/E agrees that the contract can be terminated if the A/E knowingly or intentionally fails to comply with the requirements of that subchapter.

iv. Further, under Texas Government Code Section 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

v. If a A/E fails to provide to the District the requested information, Texas Government Code Section 552.373 requires the District to notify the A/E in writing of the failure and allow 10 business days to cure the violation. District may terminate the Agreement if A/E fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

In the event a federal grant or other federal financing participates in the funding of this Project, the A/E shall permit access to and grant any federal representatives the right to examine A/E's books covering its work under this Agreement. The A/E shall comply with employment and subcontract federal requirements as they relate to this Project.

15. TERMINATION OF CONTRACT

a. District shall have the right to terminate this Agreement for convenience and without cause upon ten (10) days written notice to A/E and upon payment of any compensation due A/E as set forth in Section 4.e.iv above. If District cancels this Agreement under this provision the Parties shall be relieved of the remaining obligations of the Agreement except for such liability arising out of services performed prior to the date of cancellation.

b. District may, at its election, terminate this Agreement if A/E defaults in any material respect on any provision hereunder and fails to cure such material default within fifteen (15) days following written notice and demand by District. If District terminates this Agreement based upon the material default of A/E, District shall be entitled to pursue any remedy available under law against A/E including, without limitation, an action for damages for breach of contract.

SAMPLE

c. A/E may, at its election, suspend or terminate this Agreement if District defaults in any material respect on any provision hereunder and fails to cure such material default within fifteen (15) days following written notice and demand from A/E. If A/E terminates this Agreement based upon the material default of District, A/E shall be entitled to pursue any remedy available under law against District, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, and payment of amounts due and owing A/E, A/E shall promptly and without further cost or charge to District, deliver to District all of the documents and other work product relating thereto.

16. **A/E AN INDEPENDENT CONTRACTOR**

A/E recognizes that A/E is engaged as an Independent Contractor and acknowledges that District shall have no responsibility to provide A/E or its employees with transportation, insurance or other fringe benefits normally associated with employee status. A/E, in accordance with A/E's status as an Independent Contractor, agrees that A/E shall conduct A/E's Services consistent with such status, that A/E will neither hold A/E out as nor claim to be an officer, partner, employee or agent of District by reason hereof, and that A/E shall not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. A/E hereby agrees to make A/E's own arrangements for any of such benefits as A/E may desire and agrees that A/E is responsible for all income taxes required by applicable law.

17. **OWNERSHIP OF DOCUMENTS**

The District has the authority to use and reproduce any and all of the A/E's instruments of service for using and maintaining the Project and for reference on additions or renovations; the A/E grants the District a non-exclusive license to use the A/E's instruments of service, for the construction, use and maintenance of the Project, but only, to the extent the Texas professional licensing laws permit. The A/E will provide to the District any customary close out documents upon the acceptance of the completed construction.

A/E warrants and represents to District that all instruments of service, Contract Documents and other documents prepared and issued by A/E pursuant to this Agreement will be of good quality, free from substantial defect, and shall be fit for the particular intended purpose, consistent with the professional standard of care of a competent engineer practicing in and around Dublin, Texas ("Standard of Care") and as specified in this Agreement.

18. **SUCCESSORS AND ASSIGNMENTS**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators and assigns of each party to this agreement, provided, however, that A/E shall not assign or transfer by operation of law or otherwise any or all of A/E's rights, burdens, duties or obligations, professional or otherwise, without the prior written consent of the District's Board of Trustees. Any attempted assignment without such consent shall be invalid.

19. **TIME SCHEDULE**

a. TIME SCHEDULE: A/E shall perform all services hereunder as expeditiously as is consistent with professional skill and care ordinarily provided by a competent architect or engineer

SAMPLE

practicing in and around Dublin, Texas and in accordance with the Standard of Care. Upon request of District, A/E shall submit for District's approval, a schedule for the performance of the A/E's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The schedule when approved by the District shall not be exceeded by the A/E, unless extended for causes beyond A/E's control, as provided in Section 18.b. below or agreed to in writing by the District.

b. DELAYS: Any time during which A/E is delayed in A/E's services by acts of District or its employees or those in a direct contractual relationship with District or by any governmental agency having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not primarily caused by any fault or negligence by A/E, shall be added to the time for completion of any obligations of A/E. District shall not be liable for the monetary damages to A/E on account of delays.

20. **MISCELLANEOUS**

The following terms and conditions shall apply to this Agreement:

a. NOTICE OF DEFECTS: When District has an applicable claim for construction defects, District shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the A/E's opportunity to cure.

b. DISPUTE RESOLUTION: All claims, disputes, or matters in controversy between District and A/E shall be discussed by the Parties in good faith, and in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute or controversy cannot be resolved by good faith discussion between the Parties, any such claim, dispute or matter in controversy shall be subject to the District's grievance policy [GF (LEGAL) and (LOCAL) or other policy, as designated by District], and the timelines established in that policy. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by District and A/E within fifteen (15) days after written notice by either party demanding mediation of a dispute from the other. District and A/E will share the cost of the mediation equally. The Parties may agree in writing to some other form of alternative dispute resolution to replace or add to mediation.

c. DISTRICT IS A GOVERNMENTAL ENTITY: A/E stipulates that District is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the state of Texas. By entering into this Agreement, District does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by law.

In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

In any litigation or claim under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party, as allowed by Texas Local Government Code §271.153.

d. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, and should either party seek to resolve any claim or

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controversy in a court of law, the exclusive venue for any such action shall be in a state District Court of Erath County, Texas.

e. ARCHITECTURAL AND ENGINEERING PRACTICES ACT: The Texas Board of Architectural Examiners, PO Box 12337, Austin, Texas 78711-2377 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942 (512)305-9000, www.tbae.texas.gov, has jurisdiction over individuals licensed under the Architect's registration law (Texas Occupations Code, Chapter 1051). All work under this Agreement which involves professional engineering must be in compliance with the Texas Engineering Practices Act (Texas Occupations Code, Chapter 1001).

f. BASIC SERVICES: The following Architectural services are within the scope of the A/E's Basic Services and included within the A/E's basic compensation:

i. The A/E shall provide prompt, written notice to the District if the A/E becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the A/E's Instruments of Service.

ii. Provide a one year inspection of the Project prior to the expiration of the Contractor's warranty.

iii. The A/E shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting there from.

iv. The A/E shall provide services in evaluating claims submitted by the Contractor or others in connection with the Work until Project is fully and finally completed.

g. SEXUAL HARASSMENT: Sexual harassment of employees of the A/E or employees or students of District by employees of the A/E is strictly forbidden. Any employee of the A/E who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the A/E, including dismissal.

h. PROHIBITION OF ADDITIONAL SERVICES BY ANY COMPANY HAVING COMMON OWNERSHIP OF A/E: Any firm having common ownership with the A/E shall, unless otherwise agreed by the District, be prohibited from providing architectural, engineering or other design related services on, or the construction of, the Project. In addition, no employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This Subsection is subject to provisions of the Texas Local Government Code, Chapters 171 and 176.

i. NO ISRAEL BOYCOTT VERIFICATION: Pursuant to Texas Government Code, Chapter 2271, as amended, if A/E is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with District is $100,000 or more, the A/E represents and warrants to the District that the A/E does not boycott Israel and will not boycott Israel during the term of this Agreement.. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit

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commercial relations specifically 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.

j. NO ENERGY COMPANY BOYCOTT VERIFICATION. By executing this Agreement, A/E verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement. Pursuant to Texas Government Code Chapter 2274, if A/E is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is $100,000 or more, the A/E represents and warrants to the Owner that the A/E does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

k. NO DISCRIMINATION AGAINST FIREARM ENTITIES OR TRADE ASSOCIATIONS VERIFICATION. By executing this Agreement, A/E verifies that it does not discriminate against firearm entities or firearm trade associations, and it will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. Pursuant to Texas Government Code Chapter 2274, if A/E is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is $100,000 or more, the A/E represents and warrants to the Owner that the A/E does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

l. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION: In accordance with Texas Government Code, Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, A/E certifies to the District that it is not a listed company under any of those Texas Government Code provisions. A/E hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading the District to believe that the A/E was a listed company at the time of this procurement.

m. FORCE MAJEURE: Neither party shall be considered to be in default hereunder when a failure of performance (other than District's obligation to make payment to A/E) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the affected party. If either party is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other party and the affected party's obligations shall be suspended during the pendency of the Event of Force Majeure. If either party shall be unable to carry out any material obligation under this Agreement due to Event of Force Majeure, this Agreement shall, at the election of either party: (i) remain in effect but the parties'

SAMPLE

obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days' notice to the other party.

n. DATE OF DELIVERY OF NOTICE: Whenever this Agreement requires that notice be given, such notice shall be in writing and may be served either personally or sent by United States mail, postage prepaid, addressed to the person and the addresses set forth below each party's name. Notice will be deemed delivered when actually received, excluding weekends and school holidays.

o. ENTIRE AGREEMENT: This Agreement with its exhibits supersedes any and all other prior or contemporaneous, oral or written agreements between the Parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

p. SEVERABILITY: Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

q. NON-WAIVER: None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specified in writing.

r. DISCRIMINATION PROHIBITED: It is the policy of District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. A/E agrees to comply with applicable federal and Texas laws. In addition, the A/E agrees to require any consultants or subcontractors employed on the Project to certify, on a form provided by District, their like compliance with this Subsection.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed this _____day of _____, 2026

DISTRICT:

(signature)_____

(typed name)Melissa Summers, Superintendent

(date)_____

Dublin Independent School District
420 N. Post Oak
Dublin, TX 76446
Phone: (254) 445-6095

ARCHITECT/ENGINEER:

(signature)_____

(typed name)_____

(date)_____

COMPANY
ADDRESS
AND TELEPHONE

SAMPLE

EXHIBIT A

Hourly rates for extra services authorized in writing by the district:

Architects/Engineers	$_____ dollars per hour
Drafting	$_____ dollars per hour
Clerical	$_____ dollars per hour

SAMPLE

EXHIBIT B

CERTIFICATE OF INSURANCE REQUIREMENTS

Contract and insurance requirement:
Hold Harmless Agreement
Contractual Coverage (General Liability only)
Waiver of Subrogation against the District

District named as additional insured on coverages, except as to professional liability and Workers' Compensation:

Workers' Compensation	Statutory Limits[2]
Employer's Liability	$1,000,000 per accident/$1,000,000 per person
General Liability	
Bodily Injury & Property Damage	$1,000,000 combined single limits/ $2,000,000 aggregate
Automobile Liability	
Bodily Injury & Property Damage	$250,000 per person/$500,000 per accident $250,000
Professional Error's and Omissions	$1,000,000 per claim
Consultant's Error's and Omissions	$1,000,000 per claim
Umbrella Policy	$1,000,000 per occurrence/ $1,000,000 aggregate
All Builders Risk	Not required by A/E

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specification, and shall be maintained in compliance with these general specifications throughout the duration of the Agreement, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A minus.
- Liability policies shall be endorsed to provide the following:
  1. Name as additional insured the District, its Officials, Agents, and Employees (except with respect to the Professional Error's and Omissions, and Workers' Compensation Policies).
  2. That such insurance is primary to any other insurance available to the additional insured.
  3. All policies shall be endorsed to provide thirty (30) days prior written notice or cancellation, non-renewal or reduction in coverage.
  4. Should any of the required insurance be provided under a claims-made form, A/E shall maintain such coverage continuously throughout the term of this Agreement and without lapse, for a period of four years beyond the Agreement expiration, such that occurrences arising during the Agreement term which give rise to claims made after expiration of the Agreement shall be covered.

[2] Workers' Compensation requirements in accordance with District Policy CV(LEGAL) are hereto as Exhibit "C" and incorporated herein by reference for all intents and purposes.

SAMPLE

EXHIBIT C

REQUIRED WORKERS' COMPENSATION COVERAGES
28 TAC §110.110(C)(7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE §406.096

The District shall use the following language for bid specifications and contracts for building or construction, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, 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.

SAMPLE

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;

4. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

5. Provide the contractor, prior to the end of the coverage period, 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.

6. Obtain from each other person with whom it contracts, and provide to the contractor:

    a. A certificate of coverage, prior to the other person beginning work on the project; and

    b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

7. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

8. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9. Contractually require each person with whom it contracts to perform as required by items 1–6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor 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 TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC 110.110(i)

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