AIA® Document A121™ – 2018

Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders

AGREEMENT made as of the _____ day of SEPTEMBER in the year TWO THOUSAND TWENTY-SIX (2026)
(In words, indicate day, month, and year.)

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

Rochelle Independent School District, a political subdivision and independent school district in the State of Texas
5902 Lafayette Avenue
Rochelle, Texas 76872
Phone: (325) 243-5224
E-mail: mfields@rochelleisd.net

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

DRAFT FOR RFP

And the **PROJECT:**
Rochelle ISD Bus Barn & Maintenance and Operations Projects (Job Order Contract with Multiple Service Orders)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document does not contain a description of the Contractor's scope of Work or establish payment terms or the dates of commencement of the Work or Substantial Completion. This document is intended to be used in conjunction with AIA Document A221™–2018, Work Order for use with Master Agreement Between Owner and Contractor.

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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 Work Orders agreed to by the parties within the term of this Master Agreement until completion of the Work Order, the form of which Work Order is attached hereto and incorporated by reference herein as **Exhibit C**. In the event of a conflict between terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Work provided pursuant to the Work Order.

§ 1.3 Subject to applicable law, 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 Work 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:

Dr. Matthew Fields, Superintendent of Schools
Rochelle Independent School District, a political subdivision and independent school district in the State of Texas
5902 Lafayette Avenue
Rochelle, Texas 76872
Phone: (325) 243-5224
Email: mfields@rochelleisd.net

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

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

[Name], [Title]
[Company Name]
[Address]
[City State Zip]
Phone:
Email:

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

ARTICLE 2 WORK ORDERS

§ 2.1 Work means all necessary labor, materials, tools, supplies, equipment, transportation supervision, management, and operations necessary and required for construction of a Project, as defined and further described in a Work Order. The Work shall be performed in accordance with the requirements set forth in each Work Order, and as further specified in **Exhibit A** (Purchase Cooperative Solicitation Documents) and in **Exhibit B** (Owner's Special Conditions), both of which are attached hereto and incorporated by reference herein.

§ 2.2 The Contractor may decline to accept any Work Order issued by the Owner.

§ 2.3 The Contractor shall execute the Work set forth in each agreed upon Work Order, consisting of modified AIA Document A221-2018, Work Order (Exhibit C-1), or such other document as the Owner and Contractor may mutually agree upon. Each Work Order shall state the name, location, and detailed description of the Project; identify the Owner's Representative; state the Contract Time; state the Contract Sum; describe the Work; and enumerate the

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Contract Documents.

§ 2.4 The Owner shall make the Contract Documents available to the Contractor prior to execution of the Work Order, and thereafter, upon request. The Owner may charge the Contractor for the reasonable cost to reproduce the Contract Documents provided to the Contractor.

§ 2.5 Prevailing Wages. For each Work Order, if the project is a public works project that consists of construction, then the project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract. In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Contract, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction. A Contractor or Subcontractor who violates the provisions of this section shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b). Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractors proposed substitutions. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. A copy of the Prevailing Wage Rate Schedule (if applicable) is also attached hereto as Exhibit A or available upon request.

§ 2.6 Payment and Performance Bonds. For each Work order, if the project is a public works project that consists of construction, then the Owner may require as a condition precedent to beginning the Work, the Contractor shall furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the total Contract Sum, in forms compliant with applicable Texas statutes. The Payment Bond shall secure payment to all persons furnishing labor and materials. All bonds shall comply with Chapter 2253 of the Texas Government Code and be issued by a surety authorized and licensed in Texas. The Owner may require a minimum A.M. Best rating of A- or better and evidence of the surety's financial capacity. If the bond exceeds ten percent (10%) of the surety's capital and surplus, the surety shall provide acceptable reinsurance in compliance with Texas law. The Contractor shall deliver original, fully executed bonds, including a current Power of Attorney, naming the Owner as obligee, and providing surety contact information. Bonds shall be executed by a Texas resident agent and dated as of the Contract execution. The Owner shall review all bonds for compliance and may require replacement or additional surety if deemed insufficient. Failure to provide acceptable bonds within ten (10) business days after notice may result in suspension or withholding of payment. Upon request, the Contractor shall promptly provide copies of the bonds to potential beneficiaries. The surety acknowledges it is responsible for protecting its own interests, may monitor the Work and payments, and waives claims against the Owner except in cases of fraud or gross negligence.

ARTICLE 3 PAYMENTS

§ 3.1 Contract Sum and Progress Payments

§ 3.1.1 Each Work Order shall include a Contract Sum. The Owner shall pay the Contractor the Contract Sum in current funds in accordance with each individual Contract. Where the Contract Sum is based on the Cost of the Work under Section 3.3 or 3.4 of the Work Order, the Cost of the Work is defined in Exhibit A, Determination of the Cost of the Work.

§ 3.1.2 Applications for Payment will be submitted individually for each Contract.

§ 3.1.3 Based upon Applications for Payment for individual Contracts submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. If the Work does not require a design professional, the Owner shall receive Applications for Payment directly.

§ 3.1.4 The period covered by each Application for Payment shall be one calendar month ending on the last day of the

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month, or as set forth in the Work Order.

§ 3.1.5 Provided that an Application for Payment is received by the Owner (as applicable – see 3.1.3) not later than the first (1st) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the thirty-first (31st) day of the month. If an Application for Payment is received by the Owner (as applicable – see 3.1.3) after the date fixed above, payment shall be made by the Owner not later than thirty-one (31) days receipt of the Application for Payment.

§ 3.1.6 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 3.1.7 Payments due and unpaid under the Contract shall be subject to the Texas Prompt Payment Act.

§ 3.2 Final Payment

§ 3.2.1 Final payment for individual Contracts, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 16.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 13.7.1.

§ 3.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 4 DISPUTE RESOLUTION

§ 4.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 19.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 19.6 of this Master Agreement

[**X**] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

ARTICLE 5 GENERAL PROVISIONS

§ 5.1 The Work

The term "Work" means the construction and services required by the Contract Documents enumerated in a Work Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Work Order and related Contract. The Work may constitute the whole or a part of the Project identified in a particular Work Order.

§ 5.2 The Contract Documents

The Contract Documents are enumerated in each Work Order and consist of this Master Agreement; the Work Order

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executed by the Owner and Contractor (including, if applicable, Supplementary and other Conditions applicable to the Work Order); all Drawings, Specifications, and Addenda issued in connection with the Work Order; other documents listed in the Work Order; and Modifications issued after execution of the Work Order. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Contractor Documents shall not be a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 5.3 The Contract

The Work Order establishes the scope and pricing for construction of the Work for an individual Project, subject to all terms and conditions of the Master Agreement unless otherwise specifically set forth in the Work Order.

§ 5.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 5.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 5.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 5.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to a Project outside the scope of a Contract without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 5.5.3 Notwithstanding anything to the contrary in the Contract Documents, if and to the extent an actual or alleged error, omission, or inconsistency in the Instruments of Service causes or contributes to the actual or alleged failure of any facility, structure, system or component reflected therein to be suitable, sound, or safe, the Owner agreed that Contractor shall not be responsible for such failure. In the event Contractor's performance of the Work is delayed or impacted by errors, omissions or inconsistencies in the Instruments of Service, Contractor will be entitled to an equitable increase in the Contract Sum and an extension of the Contract Time.

§ 5.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties may agree to any form they wish.

§ 5.7 Building Information Models Use and Reliance

[Intentionally Deleted.]

§ 5.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the

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parties' intentions and purposes in executing the Contract.

§ 5.9 Notice

§ 5.9.1 Except as otherwise provided in Section 5.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 5.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 5.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Master Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 6 OWNER

§ 6.1 Information and Services Required of the Owner

§ 6.1.1 Prior to commencement of the Work, Contractor may request and Owner will provide Board minutes showing authorization for the Work and/or delegation of authority to the Superintendent or other designee for the Work.

§ 6.1.2 The Owner shall furnish all necessary surveys and a legal description of sites referenced in a Work Order.

§ 6.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 6.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 7.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 6.2 Owner's Right to Stop the Work

If, after receiving written notice and being provided a 14-day opportunity to cure, the Contractor fails to commence and continue correction of Work which is not in accordance with the requirements of the Contract Documents, or repeatedly (after receiving written notice and being provided a 14-day opportunity to cure) fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 6.3 Owner's Right to Carry Out the Work

Subsequent to the Owner's issuance of a stop-work order under Section 7.3, the Owner may correct deficiencies in the Work which Contractor failed to correct pursuant to Section 7.3 and, subject to Section 14.2.5., may deduct the reasonable cost thereof from the payment then or thereafter due the Contractor.

ARTICLE 7 CONTRACTOR

§ 7.1 Review of Contract Documents and Field Conditions by Contractor

§ 7.1.1 Execution of a Work Order by the Contractor is a representation that the Contractor has visited the relevant site,

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become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 7.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner's Representative any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner's Representative may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 7.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 7.2 Supervision and Construction Procedures

§ 7.2.1 The Contractor shall supervise and direct the Work,. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 7.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work.

§ 7.3 Labor and Materials

§ 7.3.1 Unless otherwise provided in the Contract Documents, the Contractor, in exchange for payment of the applicable sums established under a Work Order, shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 7.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 7.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Owner's Representative and in accordance with a Modification.

§ 7.4 Warranty

The Contractor warrants to the Owner that materials and equipment furnished under the Work Order will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 7.5 Taxes

The Contractor shall not include in the Work Order Contract Sun or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM

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ANY AND ALL CLAIMS AN DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 7.6 Permits, Fees, Notices, and Compliance with Laws

§ 7.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded.

§ 7.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the Contractor's means and methods, and the furnishing of labor, materials, supplies, and construction services at a site. If the Contractor conducts operations at a site knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate legal responsibility for such non-compliance.

§ 7.7 Allowances

The Contractor shall include in the Contract Sum for each Work Order all allowances stated in the Contract Documents for that Work Order. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 7.8 Contractor's Construction Schedules

§ 7.8.1 The Contractor, promptly after executing a Work Order, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work described in that Work Order. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 7.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 7.9 Submittals

§ 7.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner's Representative Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 7.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 7.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract

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Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 7.10 Use of Site

The Contractor shall confine operations at the site(s) to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site(s) with materials or equipment.

§ 7.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 7.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under a Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 7.13 Access to Work

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 7.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees associated with software the Contractor uses in connection with its performance of the Work, provided such fees were contemplated as part of the establishment of the Contract Sum for a Work Order and such software was owned by the Contractor as of the effective date if the Work requiring use of such software. If the Owner requires the Contractor to purchase additional software for use on a Project after the effective date of the applicable Work Order, the Owner shall reimburse the Contractor for all costs, included royalties and license fees, associated with the purchase of such additional software.

§ 7.15 Indemnification

§ 7.15.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS AGENTS AND EMPLOYEES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS AGENTS, EMPLOYEES AND SUBCONTRACTOR OF ANY TIER. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY, WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON, DESCRIBED IN THIS PARAGRAPH.
IN ANY AND ALL CLAIMS AGAINST THE OWNER OR ANY OF ITS AGENTS OR EMPLOYEES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES AND SUBCONTRACTOR OF ANY TIER, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYEE BENEFIT'S ACTS.

§ 7.15.2 In claims against any person or entity indemnified under this Section 7.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 7.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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ARTICLE 8 ARCHITECT

§ 8.1 The Owner may retain an Architect to perform the services enumerated in this Article 8 and as described elsewhere in this Master Agreement. If an Architect is not required by law, or otherwise not engaged on the Project, the Owner shall perform such services. The Architect may act as an Owner's Representative, if so, designated in Work Order.

§ 8.2 If an Architect or Engineer is listed in a Work Order, the Architect or Engineer will, unless otherwise set forth in the Work Order:

.1 provide administration of the Work Order and will be an Owner's representative during construction, until the date the Architect or Engineer issues the final Certificate for Payment for the Work Order. The Architect or Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Work Order.

.2 visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect or Engineer will not be required to make exhaustive or continuous

on-site inspections to check the quality or quantity of the Work. The Architect will 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, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

.3 on the basis of the site visits, keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect or Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

.4 on the basis of the Architect or Engineer's evaluations of the Work and of the Contractor's invoices, review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

.5 have authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

.6 review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

.7 interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.

§ 8.3 [Intentionally Deleted]

§ 8.4 [Intentionally Deleted]

§ 8.5 [Intentionally Deleted]

§ 8.6 [Intentionally Deleted]

§ 8.7 [Intentionally Deleted]

§ 8.8 [Intentionally Deleted]

§ 8.9 [Intentionally Deleted]

§ 8.10 [Intentionally Deleted]

ARTICLE 9 SUBCONTRACTORS

§ 9.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the

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Work at a Project site.

§ 9.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after execution of a Work Order, shall notify the Owner the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 9.3 Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner.

ARTICLE 10 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 10.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to a Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 10.2 The Contractor shall afford the Owner and the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment at a site, and shall connect and coordinate the Contractor's activities with the Owner's separate contractors as required by the Contract Documents.

§ 10.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of a breach of the Contract Documents by the Contractor, as finally determined pursuant to Article 20. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly times activities, damage to the Work or detective construction of a separate contractor.

ARTICLE 11 CHANGES IN THE WORK

§ 11.1 By appropriate Modification, changes in the Work may be accomplished after execution of a Work Order. The Owner, without invalidating this Master Agreement or a Work Order, may order changes in the Work within the general scope of a Work Order consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Directive signed by the Owner, Contractor, and Architect (if applicable), or by written Construction Change Directive signed by the Owner and Architect (if applicable).

§ 11.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect (if applicable), by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly invoice. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, a Change Order will be prepared accordingly.

§ 11.3 The Architect (if applicable) will have authority to order minor changes in the Work that are not inconsistent with the Contract Documents, provided the Contractor reasonably determines such changes do not require an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 11.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated

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in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 12 TIME

§ 12.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Work Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 12.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 12.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 12.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 13.6.3.

§ 12.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Owner or Architect (if applicable) determine may justify an excusable delay, then the Contract Time and the Contract Sum shall be equitably increased by Change Order as necessary and appropriate to cover the Contractor's extended time and increased costs to complete the Work, subject to the provisions of Article 20.

ARTICLE 13 PAYMENTS AND COMPLETION

§ 13.1 Schedule of Values

§ 13.1.1 Provided that an invoice is received by the Owner's Representative, the Owner shall make a payment of the certified amount to the Contractor not later than 30 days after of the invoice. The period covered by each invoice shall be one calendar month ending on the last day of the month.

§ 13.1.2 Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by **Owner, on estimates of completed Work submitted by the Contractor and approved by Owner**. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

§14.1.3 In the processing of progress payments, Owner may retain five percent (5%) of the estimated amount until Final Completion and acceptance of all Work performed under a Work Order. Retainage applicable to each Work Order shall be released within thirty (30) days after Final Completion of the Work Order. However, if Owner finds that satisfactory progress was achieved during any period for which a progress payment is to be made, Owner may authorize payment to be made in full, without withholding retainage. Owner shall retain five percent (5%) as retainage, which shall be released only upon one hundred (100%) of the Project, less the amount reflecting any liquidated damages (if applicable) or that in the Owner's determination the amount required for the Owner to complete work if Contractor fails to timely correct and complete Work.

§14.1.4 An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's Representative prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under a Work Order. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

§14.1.5 Undisputed payments remaining unpaid under the Contract or Work Order on the 31st day after the date the

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Owner receives a properly documented invoice and/or Certificate of Payment Application from Architect (if applicable) are considered overdue and in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, shall bear interest from that date until the date that the Owner mails or electronically transmits payment, including accrued interest to that date.

§ 13.2 Control Estimate

§ 13.2.1 [intentionally deleted]

§ 13.2.2 [intentionally deleted]

§ 13.2.3 [intentionally deleted]

§ 13.2.4 [intentionally deleted]

§ 13.2.5 [intentionally deleted]

§ 13.3 Applications for Payment

§ 13.3.1 [intentionally deleted]

§ 13.3.2 [intentionally deleted]

§ 13.3.3 [intentionally deleted]

§ 13.3.4 [intentionally deleted]

§ 13.3.5 [intentionally deleted]

§ 13.4 Certificates for Payment

§ 13.4.1 [intentionally deleted]

§ 13.4.2 [intentionally deleted]

§ 13.4.3 [intentionally deleted]

§ 13.4.5 [intentionally deleted]

§ 13.4.6 [intentionally deleted]

§ 13.5 Progress Payments

§ 13.5.1 [intentionally deleted]

§ 13.5.2 [intentionally deleted]

§ 13.5.3 [intentionally deleted]

§ 13.5.4 [intentionally deleted]

§ 13.6 Substantial Completion

§ 13.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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§ 13.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 13.6.3 Upon receipt of the Contractor's list, the Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner's Representative determines that the Work or designated portion thereof is substantially complete, the Owner's Representative will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 13.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 13.7 Final Completion and Final Payment

§ 13.7.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final invoice, the Owner's Representative will promptly make such inspection and, when the Owner's Representative finds the Work acceptable under the Contract Documents and the Work Order fully performed, the Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of the Owner's Representative's knowledge, information and belief, and on the basis of the Owner's Representative's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's Representative's final Certificate for Payment will constitute a further representation that conditions stated in Section 13.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 13.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 13.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment

§ 13.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

§ 14.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 14.1.2 and 14.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 7.15.

§ 14.2 Hazardous Materials

§ 14.2.1 Contractor assumes no obligation to handle, contain, transport, or dispose of hazardous substances, pollutants, or contaminants, as defined by any state or federal law, including but not limited to Title 40, Code of Federal Regulations, Section 302.4, or Title 29, Code of Federal Regulations, Section 1910.119 and Appendix A thereto, now in effect and as hereafter amended, present or occurring on Owner's site (all of which hazardous substances, pollutants, and contaminants are collectively referred to as "Owner's Hazardous Substances").

§ 14.2.2 Contractor may temporarily interrupt its Work if it reasonably believes the Work involves undue risk of exposure of persons to Owner's Hazardous Substances. Contractor shall promptly inform Owner of such circumstances, and exercise due diligence to cooperate with Owner to determine how and when Contractor, its subcontractors, and their employees and agents, may safely resume any interrupted Work.

§ 14.2.3 Any additional cost and increased time for performance will be subject to an equitable adjustment of the Contract Sum and Contract Time.

ARTICLE 15 INSURANCE AND BONDS

§ 15.1 Contractor's Insurance

The Contractor's insurance shall: (i) be as shown on the certificate of insurance attached hereto and incorporated by reference herein as **Exhibit D**, and (ii) comply with the requirements set forth herein. The Contractor shall purchase from, and maintain in, a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from (1) claims under workers' compensation acts and other employee benefit acts which are applicable; (2) claims for damages because of bodily injury, including death; and (3) claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under a Work Order, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in Section 16.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 8.15. Certificates of Insurance, acceptable to the Owner, evidencing required coverages, shall be filed with the Owner prior to commencement of the Work. The Contractor shall cause the commercial liability coverage to include (1) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations

§ 15.1.1 The Contractor shall furnish bonds covering faithful performance of a Work Order and payment of obligations thereunder as specified in Section 15.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under a Work Order, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 15.1.2 If Owner requires a performance bond, as a condition precedent to the execution of the Work Order, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in the amount equal to ONE HUNDRED PERCENT (100%) of the total combined accepted bid(s). If Owner requires a payment bond, as a condition precedent to the execution of the Work Order, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in

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the amount equal to ONE HUNDRED PERCENT (100%) of the total bid as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee. The Bond(s) shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than AB@ in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code. All bonds will be reviewed by the Owner for compliance with the Contract Documents prior to execution of the contract. In the event that the Owner has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision. Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.**§ 15.1.3** The Contractor hereby certifies that it has in full force and effect all of the insurance as follows:

Liability Insurance. The Contractor shall purchase and maintain such insurance as will protect Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable in the amounts hereinafter set forth:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	$1,000,000.00
Commercial General Liability: Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	$1,000,000.00 each person
Products and Completed Operations	$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage: Independent Contractors Contractual Liability	$2,000,000.00 aggregate (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage Property Damage	$1,000,000.00 combined single limit

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	$1,000,000.00 each occurrence
Umbrella/Excess	
	$1,000,000.00

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be rated at least A-VIII by A.M. Best's Key Rating Guide. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas. Contractor shall maintain all of the foregoing insurance coverage in force until Final Acceptance of the Work other than the Products and Completed Operations Coverage required above, which shall be maintained for three (3) years following Final Acceptance of the Work. If by the terms of this insurance any mandatory deductions are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim. Losses are to be adjusted with the Owner. All insurance policies shall provide for occupancy by the Owner prior to Final Acceptance. The Contractor further certifies that the Contractor provides workers' compensation insurance coverage for all of its employees who will be employed for any of the Work described herein. The Contractor agrees to require each of its subcontractors to provide a certificate to the Contractor certifying that all of the subcontractor's employees are covered by workers' compensation insurance, and the Contractor shall deliver such certificate(s) to the Owner prior to commencement of the Work.

§ 15.1.3 [intentionally deleted]

§ 15.1.4 [intentionally deleted]

§ 15.1.5 [intentionally deleted]

§ 15.1.6 [intentionally deleted]

§ 15.1.7 [intentionally deleted]

§ 15.1.8 [intentionally deleted]

§ 15.1.9 [intentionally deleted]

§ 15.1.10 [intentionally deleted]

§ 15.1.11 [intentionally deleted]

§ 15.1.12 [intentionally deleted]

§ 15.1.13 [intentionally deleted]

§ 15.1.14 Other Insurance Provided by the Contractor
[intentionally deleted]

§ 15.2 Owner's Insurance
§ 15.2.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 15.2.2 Property Insurance
§ 15.2.2.1 For each Work Order, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the

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amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 15.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Master Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 15.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 15.2.2.1 or, if necessary, replace the insurance policy required under Section 15.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 16.4.

§ 15.2.2.3 If the insurance required by this Section 15.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 15.2.2.4 For each Work Order, if the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 16.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 15.2.2.5 Prior to commencement of the Work in each Work Order, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 15.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 15.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 15.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 15.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work on the Project(s) to which the lapsed insurance applies until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 15.2.2.7 Waiver of Subrogation

§ 15.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Master Agreement or other property insurance applicable to the Project where the loss occurred, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 15.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 15.2.2.7.2 If during a Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in

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accordance with the terms of Section 15.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 15.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 15.2.3 [Intentionally Deleted.]

§ 15.3 Performance Bond and Payment Bond

The Contractor's performance bond and payment bond obligations shall be as required in the Work Order.

§ 15.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 15.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 16 CORRECTION OF WORK

§ 16.1 The Contractor shall promptly correct Work failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, shall be at the Contractor's expense.

§ 16.2 In addition to the Contractor's obligations under Section 7.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 13.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 16.3 If the Contractor fails to correct nonconforming Work within fourteen (14) days of receiving written notice of such nonconforming Work, the Owner may correct.

§ 16.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 16.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 16.

ARTICLE 17 MISCELLANEOUS PROVISIONS

§ 17.1 Assignment of Contract

Neither party to a Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

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§ 17.2 Governing Law

The Contract shall be governed by the laws of the State of Texas, without regard to the choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the county in which the Project is located. Any litigation to enforce or interpret any terms of the Contract or any other litigation arising out of or as a result of the Contract shall be brought in the State courts of said county.

§ 17.3 Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner's Representative timely notice of when and where tests and inspections are to be made so that the Owner's Representative may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 17.4 The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to a Work Order in accordance with the requirements of the final dispute resolution method selected in this Master Agreement within the period specified by applicable law.

§ 17.4 Criminal History Records Checks

Prior to the commencement of work, Contractor shall take all necessary steps to comply with Texas Education Code, Section 22.0834 by obtaining, if a Qualified Contractor, as defined, or arranging with Owner to obtain, if not a Qualified Contractor, national criminal history record information ("CHRI") as to Contractor and Subcontractors and all persons associated with them including their employees, agents and representatives who a) have or will have continuing duties related to the contracted services; and b) have or will have direct contact with students (each a "Covered Employee").

If the Contractor or any Subcontractor determines that this section does not apply to an employee, the Contractor or Subcontractor shall make a reasonable effort to ensure that the conditions or precautions that resulted in the determination that § 13.3.1 did not apply to the employee continue to exist throughout the time that the contracted services are provided.

The requirements do not apply if:

.1. the public work does not involve the construction, alteration, or repair of an Instructional Facility as defined by Section 46.001, Texas Education Code (real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code);

.2. for public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first day the facility will be used for instructional purposes; or

.3. for a public work that involves an existing Instructional Facility:

(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and

(b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

If the Contractor is not a Qualified School Contractor, a person to whom this section applies must submit to a CHRI review by the Owner. Owner and Contractor agree to destroy any CHRI obtained or indexed by the Federal Bureau of Investigation ("FBI") or Texas Department of Public Safety ("DPS") under this section1 after the information is used for its authorized purpose. CHRI may only be released to the individual who is the subject of the information, by court order, or as allowed by law. Any Covered Employee that has during the preceding thirty (30) years, (a) been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to

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register as a sex offender under Chapter 62, Code of Criminal Procedure; or (b) been convicted of a felony offense under Title 5, Texas Penal Code if the victim of the offense was under 18 years of age at the time the offense was committed; (c) been convicted of an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History"); shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an Instructional Facility. If a Covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. To the extent the Owner, not the Contractor obtains the CHRI described above, Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project. Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) Contractor and its Subcontractors of every tier are otherwise exempt from compliance with the requirements contained herein; or (3) Contractor and its Subcontractors of every tier have complied with the statutory and contractual requirements of this Agreement as of that date. Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from Owner's property or other location where students are regularly present, and notify the Owner of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement by Owner, in accordance with Termination provisions in this agreement.

ARTICLE 18 TERMINATION

§ 18.1 Termination of a Contract

A Work Order may be terminated in accordance with this Article 19. Termination of a Work Order under this Article 19 shall not be deemed a termination of any other Work Order created pursuant to this Master Agreement.

§ 18.1.1 Termination by the Contractor

If the Owner's Representative fails to certify payment as provided in Section 14.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 18.1.2 Termination by the Owner for Cause

§ 18.1.2.1 The Owner may terminate a Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 18.1.2.2 When any of the reasons described in Section 18.1.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 18.1.2.3 When the Owner terminates a Contract for one of the reasons stated in Section 18.1.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 18.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner,

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as the case may be shall survive termination of a Work Order.

§18.1.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. Upon termination, Contractor shall be entitled only to payment for work properly performed and documented costs reasonably incurred prior to the effective date of termination. Contractor shall not be entitled to payment for any work performed or costs incurred after termination.

ARTICLE 19 CLAIMS AND DISPUTES

§ 19.1 The parties shall comply with the following dispute resolution procedures.

1. In the event a claim, dispute, or controversy that arises out of or relates to this Master Agreement, Owner's or Contractor's performance under this Master Agreement, a Work Order or any Work Order, or the relationship or obligations of the parties ("Dispute"), Owner and Contractor agree that, as a condition precedent to mediation, the Owner's representative and the Contractor's representative shall meet and attempt to resolve the Dispute.
2. If the matter is not resolved by these representatives within fifteen (15) days after the Dispute arose, then Owner and Contractor shall each designate a senior executive-level representative (with similar or equivalent organizational stature). The senior representatives of each party shall meet at a mutually agreeable time and place within thirty (30) days after the date the Dispute arose. The Superintendent shall be present at this meeting and shall have authority to make recommendations to the Owner's governing body regarding resolution of the Dispute; the senior representative of the Contractor present at this meeting shall have authority to settle the Dispute
3. If the Dispute has not been resolved within fifteen (15) days after the date on which the senior representatives first met, then either party may request a non-binding mediation of the Dispute by providing the other written notice of the desire to mediate the Dispute. Once such a mediation notice is issued by one of the parties, the following mediation procedures shall be mandatory unless the parties agree in writing to waive mediation. All such mediations shall occur before a single mediator located in Williamson County, Texas. The mediator shall be mutually agreed upon by the parties, provided, however, if they are unable to agree upon an acceptable mediator within ten (10) days after the date the written notice of desire to mediate is received, either party may petition the American Arbitration Association ("AAA") for the appointment of a mediator, and the mediation, including the selection of the mediator, shall occur pursuant to the AAA's Construction Industry Mediation Rules then in effect. The parties shall be equally responsible for the fees and expenses of the mediator.
4. If the Dispute has not been resolved pursuant to mediation within sixty (60) days after initiation of the mediation procedure, then either party may pursue any remedies available under this Agreement, at law, or in equity in any state district court in Williamson County, Texas, which both parties agree has sole and exclusive jurisdiction to adjudicate all Disputes.

§ 19.2 Notice of Claims

§ 19.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 16.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 19.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 16.2, shall be initiated by notice to the other party.

§ 19.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Master Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.3.

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§ 19.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 19.5 [intentionally deleted]

§ 19.6 [intentionally deleted]

§ 19.7 [intentionally deleted]

§ 19.8 [intentionally deleted]

§ 19.9 [intentionally deleted]

§ 19.10 Continuing Contract Performance
[intentionally deleted]

§ 19.11 Waiver of Claims for Consequential Damages
The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 18. Nothing contained in this Section 19.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 20 SCOPE OF THIS MASTER AGREEMENT

§ 20.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.

§ 20.2 This Master Agreement is comprised of the following documents listed below:

.1 AIA Document A121™–2018, Standard Form Master Agreement Between Owner and Contractor;

.2 Exhibit A – Prevailing Wage Rate Schedule (if applicable)

.3 Exhibit B – A221 Template

.4 Other documents:
(List other documents incorporated into this Master Agreement.)

§ 20.3 Electronic Signatures for Agreement. The Parties agree that this Agreement may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 et seq.), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

ARTICLE 20 REQUIRED PROVISION

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§ 21.1 Child Support: Pursuant to Texas Family Code, Section 231.006, Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.

§ 21.2 1 Felony Conviction: Pursuant to Texas Education Code Section 44.034, Contractor must give advance written notice if an owner or operator of the Contractor has been convicted of a felony. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 21.3 Compliance with Texas Government Code Chapters 2271, 2273, 2274, and 2276: Pursuant to Texas Government Code Chapter 2271, 2273, 2274, and 2276 Contractor represents and warrants that it does not boycott Israel, and will not boycott Israel during the term of the Contract, is not an abortion provider, does not boycott energy companies, and will not boycott energy companies during the term of the Contract and does not discriminate against firearm entities or firearm trade associations.

§ 21.4 Anti-Terrorism: As required by Section 2252.152 of the Texas Government Code, Contractor represents and warrants that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts and that it has not engaged in scrutinized business operation with Sudan or Iran.

§ 21.5 Immunity: Nothing in this Contract will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties, nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

§ 21.6 Suspension or Disbarment: Contractor certifies represents and warrants that it along with its owners, officers, or employees have not been suspended or disbarred from doing business with a state of federal government and are not listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts or the System for Award Management maintained by the General Services Administration. Contractor specifically certifies that it is not identified on a list prepared and maintained under Tex. Govt. Code §§ 806.051, 807.051 or 2252.153.

§ 21.7 Conflict Of Interest: If applicable, CIQ Form as required by Board policy and law and found at http://www.ethics.state.tx.us/forms/CIQ.pdf will be executed and delivered to School District prior to the delivery of services.

§ 21.8 The Contract is through a Request for Proposals for through The Interlocal Purchasing System ("TIPS") ("Cooperative Contract"). Contractor represents, warrants and covenants to Owner that the Contract Sum in any Service Order meets and does not exceed the Contractor requirements and pricing terms required by the Cooperative Contract. Contactor agrees to comply with all requirements of the Cooperative Contract. Contractor specifically warrants that its proposal pricing meets and does not exceed the RS Means Cost Breakdown requirements and the requirements of the Cooperative.

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

ROCHELLE INDEPENDENT SCHOOL DISTRICT	**[CONTRACTOR]**
[DRAFT FOR REVIEW ONLY – DO NOT SIGN]	**[DRAFT FOR REVIEW ONLY – DO NOT SIGN]**
OWNER *(Signature)* Dr. Matthew Fields, Superintendent of Schools Email: mfields@rochelleisd.net *(Printed name and title)*	**CONTRACTOR** *(Signature)* [Name, Title] Email: *(Printed name and title)*

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