

DRAFT AIA® Document B221™ - 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number « » made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

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

« Hays Consolidated Independent School District »« »
« 21003 Interstate 35 »
« Kyle, Texas 78640 »
« »

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

« »« »
« »
« »
« »

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

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« »
« »

THE SERVICE AGREEMENT

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

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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ARTICLE 1 INITIAL INFORMATION

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

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

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

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

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§ 2.1.1.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services, on-site civil engineering, food services design, landscape design, telecommunication/data design, security evaluation + planning, interior design, envelope consultants, sports consultants, ADA/TAS review/inspections, and As-Designed record drawing.

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

§ 2.1.1.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultant's. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.1.1.3 As soon as practicable after the date of this Agreement, the architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial

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Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for the approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.1.1.4 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 2.1.1.1.6 Reserved.

§ 2.1.1.1.7 Preparation for, and attendance at, a public presentation, meeting or hearing, including Board of Trustees meetings, Owner committee meetings, and meetings with AHJ as needed.

§ 2.1.1.1.8 Evaluation of the qualifications of entities providing bids or proposals.

§ 2.1.1.1.9 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 2.1.1.2 Schematic Design Phase Services

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

§ 2.1.1.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

§ 2.1.1.2.3.1 For purposes of paragraph 2.1.1.2.3, discussions with the Owner shall include any Construction Manager retained by the Owner for purposes of the project.

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

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

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

§ 2.1.1.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together

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with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.1.1.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate for the Cost of the work shall be based on current area, volume, or similar conceptual estimating techniques.

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§ 2.1.1.2.6.1 In the event the Owner shall retain a Construction Manager for purposes of the Project, the Architect may rely on any estimated Cost of Work prepared by the Construction Manager as portion of its contractual duties to the Owner

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§ 2.1.1.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

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§ 2.1.1.3 Design Development Phase Services

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

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§ 2.1.1.3.2 The Architect shall update the estimate of the Cost of the Work. In preparing estimates for the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

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§ 2.1.1.3.2.1 In the event the Owner shall retain a Construction Manager for purposes of the Project, the Architect may rely on any estimated Cost of Work prepared by the Construction Manager as portion of its contractual duties to the Owner.

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§ 2.1.1.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 2.1.1.4 Construction Documents Phase Services

§ 2.1.1.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with the Contract Documents.

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§ 2.1.1.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 2.1.1.4.2.1 Title 19 Texas Administrative Code Chapter 61 shall be considered design requirements of a governmental authority having jurisdiction over the project.

§ 2.1.1.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 2.1.1.4.4 The Architect shall update the estimate for the Cost of the Work. In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

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§ 2.1.1.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under the Contract Documents, and request the Owner's approval.

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§ 2.1.1.5 Procurement Phase Services

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§ 2.1.1.5.1 General – The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 2.1.1.5.1.1 Notwithstanding any provision of this Agreement to the contrary, the Owner may, at its sole and exclusive discretion, use any project delivery method specified in Texas Government Code Chapter 2267, Subchapter C, D, E, or F. The services specified in paragraph 2.1.1.5 shall be provided without respect to the specific delivery method chosen by the Owner.

§ 2.1.1.5.2 Competitive Bidding

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§ 2.1.1.5.2.1 Bidding Documents shall consist of bidding requirements; and proposed Contract Documents.

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

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

.2 organizing and conducting a pre-bid conference for prospective bidders;

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

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.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 2.1.1.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 2.1.1.5.3 Negotiated Proposals

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§ 2.1.1.5.3.1 Proposal documents shall consist of proposal requirements and proposed by Contract Documents.

§ 2.1.1.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors, and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 advising Owner in negotiations with prospective contractors.

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§ 2.1.1.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect Shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 2.1.1.6 Construction Phase Services

§ 2.1.1.6.1 General

§ 2.1.1.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™, -2017, General Conditions of the Contract for Construction, as modified by the Owner for the Project. The Owner will provide a copy of the proposed modified General Conditions to the Architect prior to soliciting bids or proposals for construction or construction management services, and will provide the Architect with an opportunity to object to any provisions therein which are considered to materially affect the Architect's services under this Agreement.

§ 2.1.1.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.1.1.6.1.3 The Architect's responsibility to provide Construction Phase Services as basic services shall commence with the award of Contract for Construction and shall terminate one year following the date the Architect issues the Certificate of Substantial Completion.

§ 2.1.1.6.2 Evaluations of the Work

§ 2.1.1.6.2.1 The Architect, or representative of the Architect's design consultant as appropriate, shall visit the site and perform professional inspections of the Work at every stage of construction, including, but not limited to: concrete and foundation pouring, structural work, installation of plumbing, electrical and mechanical systems. The Architect shall report the results of all inspections to the Owner in writing. Any and all building deficiencies shall be immediately reported to the Owner and Contractor in writing.

§ 2.1.1.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 2.1.1.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.1.1.6.3 Certificates for Payment to Contractor

§ 2.1.1.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

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§ 2.1.1.6.4 Submittals

§ 2.1.1.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 2.1.1.6.4.1.1 The Architect will take appropriate action on all submittals within 30 days after receipt by the Architect, unless, within 10 days following receipt of the submittal the Architect informs the Owner and Contractor that the Architect will not be able to take appropriate action within such time period due to the number, nature, or complexity of the submittal.

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§ 2.1.1.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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§ 2.1.1.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

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§ 2.1.1.6.5 Changes in the Work

§ 2.1.1.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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User Notes:

§ 2.1.1.6.6 Project Completion

§ 2.1.1.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 2.1.1.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 2.1.1.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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§ 2.1.1.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of the Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 2.1.2 Additional Services

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

« Any changes to the scope of work outlined in the description of the project on the first page of this agreement will be subject to additional services. »

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- .1 Commencement of construction date:

« »

- .2 Substantial Completion date:

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ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

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- .2 Percentage Basis
(Insert percentage value)

% of the Cost of the Work, as calculated in accordance with Section 4.4 and in proportion of compensation for each phase of service as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	35%
Procurement Phase	5%
Construction Phase	20%
Close-Out Phase	5%

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 () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

The fee based on the above percentages does not include additional service fees, supplemental service fees, or reimbursable expenses allowed by this Agreement.

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.3 Other
(Describe the method of compensation)

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§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

« »

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

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§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's ~~most recent budget for the Cost of the Work~~ initial budget for the Cost of the Work as set forth in this Agreement. Before the Owner's initial budget is established for fee calculation purposes, the Architect shall have the opportunity to provide a scope to budget analysis. If the Architect feels the budget is not appropriate for the scope of work, the Owner and Architect shall negotiate in good faith the value of the Owner's initial budget for the Cost of the Work as it relates to the scope of work identified in the description of the project in this Agreement. The Owner's initial budget shall be set at the value that both parties agree on. Compensation paid in previous progress payments shall not be adjusted at the end of the Design Development Phase. The update shall be based on the estimated Cost of the Work provided by the Construction Manager at Risk or, if a Construction Manager is not assigned, in the form of an Opinion of Probable Cost by the Architect, either of which must be approved by the Owner before the update is made. The change in the fee shall not increase or decrease, in comparison to the initial budget fee, more than 2% for prototype new construction or 5% for non-prototype new construction, additions, and renovations. One final update shall be made at the end of the project and shall be based on the final Cost of the Work. The amount of the final change in the fee shall not increase or decrease, in comparison to the Design Development Phase fee, more than 2% for prototype new construction or 5% for non-prototype new construction, additions, and renovations. ~~non-prototype new construction, additions, and renovations, adjusted based on subsequent updates to the that increase the Owner's budget for the Cost of the Work. If the final Cost of the Work for the Project is below the Owner's budget.~~

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

« No additional requirements »

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

Coverage	Limits
No additional requirements	

ARTICLE 6 PARTY REPRESENTATIVES

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

« Max Cleaver »
« Chief Operations Officer »
« Hays Consolidated Independent School District »
« 21003 Interstate 35 »
« Kyle, Texas 78640 »
« »

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

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ARTICLE 7 ATTACHMENTS AND EXHIBITS

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

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

« »

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

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

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

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O