Agenda of Regular Meeting

The Board of Trustees
McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, March 18, 2024, beginning at 5:00 PM Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

1. **CALL MEETING TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **SUPERINTENDENT'S REPORT(S)**
   A) Super Excellence Episode 3 on Facilities Maintenance and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

   B) Open House held at Elementary and Middle Schools

   Presenter: Dr. René Gutiérrez, Superintendent
6. **RECOGNITION(S)**
7. **PROCLAMATION(S)**
   A) Discussion and Possible Action to Adopt the Proclamation Regarding National Cerebral Palsy Awareness (March 2024) 7
   Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

   Presenter: Dr. René Gutiérrez, Superintendent

   B) Discussion and Possible Action to Adopt the Proclamation Regarding Gifted and Talented Awareness Week 9
   Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

   Presenter: Dr. René Gutiérrez, Superintendent

8. **DONATION(S)**

9. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action on Interlocal Cooperation Contract No. 2024-321 Texas Prefreshman Engineering Program ("TexPREP") with The University of Texas Rio Grande Valley ("UTRGV") 11
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

B) Discussion and Possible Action on Interlocal Agreement No. 2024-304 Department of Counseling Program Agreement Education Experience with The University of Texas Rio Grande Valley 17
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

C) Discussion and Possible Action Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies and Equipment, Software and Related Products and Services (Round 3) 21
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 6) 23
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

E) Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 5) 25
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

F) Discussion and Possible Action on Request for Proposal No. 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants and Rentals (Round 5) 27
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

G) Discussion and Possible Action to approve Change Order No. 1 to Contract No. 2023-065 Re-roof and Mechanical Upgrades for William B. Travis Middle School through Competitive Sealed Proposal 2023-1007 29
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

H) Discussion and Possible Action on Interlocal Agreement No. 2024-297 School System Cooperative with Region One Education Service Center 31
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

I) Discussion and Possible Action on Request for Proposal No. 2024-1014 Advertising, Marketing, Media and Related Products and Services (Round 1) 102
Item Submitted: Mark May, Director of Marketing and Communication

Presenter: Dr. René Gutiérrez, Superintendent

J) Discussion and Possible Action on Request for Proposal No. 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 18) 104
Item Submitted: Debra Loya, Director of Fine Arts Department

Presenter: Dr. René Gutiérrez, Superintendent

10. **INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

A) **Instructional Services Item(s)** (Dr. Rosalba De Hoyos)

1. Discussion and Possible Action on Contract Training Agreement No. 2024-309 CyberPatriot Camps with South Texas College 106
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action on Early Termination of Interlocal Agreement No. 2021-194 Educational Experience Affiliation Agreement with The University of Texas Rio Grande Valley 112
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

B) **Instructional Leadership Item(s)** (Jeanette Nino)

C) **Human Resources Item(s)** (Lorena Garcia)

1. Discussion and Possible Action of the Job Description for Instructional Support Facilitator 114
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action of Job Description for Executive Director for Human Resources 115
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action of Job Description for Registered Dietitian 116

Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

D) **Business and Operations Item(s)** (Lorena Garcia)

1. Discussion and Possible Action of the McAllen Independent School District February Budget Amendment for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024 — 117
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding 2023-2025 School Safety Standards Formula Grant and 2023-2025 Safety and Facilities Enhancement (SAFE) Grant, Cycle 1 Update — 124
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action to approve Change Order No. 1 to contract No. 2024-255 McAllen Veterans Memorial Stadium Fiber Installation Operations at New Press Box through Competitive Sealed Proposal No. 2024-1016 — 136
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on Interlocal Agreement No. 2024-331 Archaeological Fieldwork with University of Texas Rio Grande Valley — 366
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action on Request for Proposal No. 2024-1009 E-Rate Year 2024 – School Bus WiFi — 367
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action on Request for Proposal No. 2024-1019 E-Rate Year 2024 - Purchase of Rack Mountable Uninterruptible Power Supply — 370
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

7. Discussion and Possible Action on Third Amendment to Agreement No. 2021-224 Foremost Telecommunications Corporation through Request for Proposal 2021-1004 — 372
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

E) **Board of Trustees Item(s)**

1. Approval of Board of Education Meeting Minutes 377
   a) Special Board Meeting March 4, 2024 4:00 PM
   b) Special Board Meeting March 4, 2024 5:00 PM
2. Election of Board of Directors of Region One Education Service Center 378

11. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**

A) Discussion of Human Resources Recommendation(s) for School Year 2023-2024

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024

C) Discussion Regarding School Safety and Security

D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

12. **RECONVENE IN OPEN SESSION**

13. **ACTION ON ITEM(S) IN CLOSED SESSION**

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2023-2024 379
Item Submitted: Lorena Garcia, Deputy Superintendent District and Operations

Presenter: Dr. René Gutiérrez, Superintendent

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024 380
Item Submitted: Lorena Garcia, Deputy Superintendent District and Operations

Presenter: Dr. René Gutiérrez, Superintendent

C) Discussion Regarding School Safety and Security

D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

14. **SCHEDULE OF FUTURE MEETINGS**

A) Special Board Meeting - (Student Recognitions) - March 25, 2024 - 5:30 PM Auditorium/McAllen High School

B) Special Board Meeting - (Budget Workshop #3) - March 26, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

C) Regular Board Meeting - April 8, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

D) Special Board Meeting (Budget Workshop #4) - April 15, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

E) Regular Board Meeting - April 22, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

15. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

Pursuant to Texas Government Code 551.127, a member or employee of a governmental body is authorized to participate remotely in a meeting of the governmental body through a videoconference call, as long as a quorum of the governmental body is physically present at the location of the Board Meeting. Any video conference conducted pursuant to this section will comply with the technical requirements of this section.

Pursuant to Texas Government Code 551.129, the Board of Trustees may use a telephone conference call, video conference call, or communications over the internet to conduct a public consultation with its attorney in an open meeting of the governmental body, or, a private consultation with its attorney in closed meeting of the governmental body.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on March 8, 2024 by 4:00 P.M.
Natalia Goza
on behalf of the Board of Trustees

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action to Adopt the Proclamation Regarding National Cerebral Palsy Awareness Month (March 2024)

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
To proclaim March as Cerebral Palsy Awareness Month and to raise awareness about Cerebral Palsy throughout our schools and community.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: N/A

LEGAL REVIEW: None required.

BUDGETARY CONSIDERATIONS: None required.

RECOMMENDED BOARD ACTION: That the Board of Trustees adopt the Proclamation Regarding National Cerebral Palsy Awareness Month (March 2024).

SUBMITTED BY: Maribelle Elizondo (Mar 5, 2024 10:12 CST)

SUPERVISOR:

For further information contact:
Name: Maribelle Elizondo
Office: 956.632.6085
eMail: maribelle.elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 5, 2024 10:59 CST)

Superintendent of Schools Mar 5, 2024

Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District

Whereas, March is National Cerebral Palsy Awareness Month. Cerebral Palsy is a neurological condition that affects muscle function and control. Currently worldwide, there are approximately 17 million people living with Cerebral Palsy. It is a life-long condition to which there is no cure, and

Whereas, The Cerebral Palsy organization was formed to ensure equal rights, accessibility and opportunities for those living with Cerebral Palsy, as well as access to resources that would improve an individual's quality of life.

Now Therefore, I, Lucia Regalado, Member, Board of Trustees of the McAllen Independent School District do hereby proclaim the month of March 2024 as:

"National Cerebral Palsy Awareness Month"

IN WITNESS WHERE OF, I have here unto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 18th day of March 2024.

_____
Lucia Regalado, Member, Board of Trustees
McAllen Independent School District

Attest:

_____
Sofia M. Peña, Secretary, Board of Trustees
McAllen Independent School District

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action to Adopt the Proclamation Regarding Gifted and Talented Awareness Week

REFERENCE: Goal 2: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
To proclaim April 1-5, 2024 as Gifted and Talented Awareness Week and to raise awareness about Gifted and Talented throughout our schools and community.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: N/A

LEGAL REVIEW: None required.

BUDGETARY CONSIDERATIONS: None required.

RECOMMENDED BOARD ACTION: That the Board of Trustees adopt the Proclamation Regarding Gifted and Talented Awareness Week.

SUBMITTED BY: Karen Nitsch(Adv Academics) **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Karen Nitsch
Office: 956.618-6059
eMail: karen.nitsch@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 5, 2024 14:52 CST)

Superintendent of Schools Mar 5, 2024

Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District



Whereas, McAllen ISD strives to provide intellectual and academic opportunities for gifted and talented students to maximize their potential through collaboration, innovation and problem solving, while supporting their unique social – emotional needs and

Whereas, Gifted Education Week is a time to reflect on how gifted students are identified and served in McAllen ISD, delivering an equitable education for all our children includes identifying all students who would benefit from gifted programs and services; and

Now Therefore, I, Sam Saldivar Jr., Vice-President, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the week of April 1-5, 2024 be observed as

"Gifted and Talented Awareness Week"

All citizens are urged to take interest in and give full support to quality school Gifted and Talented programs for children and youth.

IN WITNESS WHERE OF, I have here unto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 18th day of March 2024.

_____
Sam Saldivar Jr., Vice-President, Board of Trustees
McAllen Independent School District

Attest:

_____
Sofia M. Peña, Secretary, Board of Trustees
McAllen Independent School District

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Interlocal Cooperation Contract No. 2024-321 Texas Prefreshman Engineering Program ("TexPREP") with The University of Texas Rio Grande Valley ("UTRGV").

REFERENCE: Goal 1: Student Achievement/Student Focus Strategy 6: Future-Ready Students

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The University of Texas Rio Grande Valley (“UTRGV”) will sponsor a Texas Prefreshman Engineering Program ("TexPREP"). TexPREP is a four (4) week program for high-achieving middle and high school students considering the fields of Science, Computer Science, Pre-Engineering, and Mathematics. TexPREP is designed to increase the number of Hispanics, females, and students from low income households with an opportunity to engage in Science, Technology, Engineering, and Math (“STEM”) enrichment.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The summer program will run from June 7, 2024 through July 3, 2024, from 1:00 p.m. to 6:00 p.m. The program will include three (3) follow-up Saturday sessions during the 2024-2025 academic year. All instructional services will be based at the UTRGV Edinburg Campus. One hundred six (106) students have been accepted into TexPREP, including ninety-three (93) from middle schools and thirteen (13) from high schools.

LEGAL REVIEW:

The Contract has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds have been budgeted through Advanced Academics Gifted and Talented. The cost per student is $425.00. The program participation cost will be $45,050.00.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Cooperation Contract No. 2024-321 Texas Prefreshman Engineering Program ("TexPREP") with The University of Texas Rio Grande Valley ("UTRGV") for a contract term through March 31, 2025.

Attachment: ☑

SUBMITTED BY: Karen Nitsch(Adv Academics) **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Karen B. Nitsch, Director for Advanced Academic Services
Office: 956-618-6059
eMail: karen.nitsch@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 5, 2024 14:50 CST)

Superintendent of Schools

UTRGV Contract # _____

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective April 1, 2024, by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: McAllen Independent School District **,** a local entity of the State of Texas.

Performing Party: **The University of Texas-Rio Grande Valley,** an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services from Performing Party for the services of the Texas Prefreshman Engineering Program (TexPREP) to qualify students from the Receiving Party (the "Project"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("**services**"):

1. Provide qualifying and accepted students with four (4) weeks of instruction in mathematics, pre-engineering, and computer science, as well as mentoring by college students majoring in engineering, computer science, science, and mathematics during Summer 2024.
2. Summer 2024 activities will be held daily (Monday-Friday) from June 7, 2024, through July 3, 2024, from 1:00 p.m. to 6:00 p.m. We will not have classes June 19, 2024.
3. Three (3) follow-up Saturday sessions during the 2024/2025 academic year (dates to be determined).
4. All instructional services will be based at the UTRGV Campus.

Receiving Party will perform the following services (**"services"**):

1. If transportation of students participating in the TexPREP activities will be provided by Receiving Party, students will not arrive at UTRGV Campus before 12:45pm.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 79, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the

representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The cost per student enrolled in the Project shall be $425, of which $225 shall be a non-refundable deposit for the students due upon initial acceptance for the Project.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract (1) will fairly compensate Performing Party for the services performed under this Contract, and (2) will be made from current revenues available to Receiving Party.

- UTRGV TexPREP will send an invoice for the total number of students attending.
- A non-refundable deposit of $225 per student shall be invoiced to the Receiving Party upon student acceptance after the mandatory orientation meeting in March. The balance of $200 per participant attending the program shall be invoiced to the Receiving Party the second week in June with payment due within 30 days after date of the invoice.
- Receiving Party will designate a contact person for contract matters and billing at the central office or administrative office where payment will be disbursed.
- All checks/payments must be mailed to the following address with a copy of the invoice to ensure receipt of payment and avoid a deposit into a different university project.

  Attn: UTRGV Payment and Collections
  The University of Texas Rio Grande Valley (SSB 115)
  1201 W. University Drive, Edinburg, TX 78539

TERM:

The term of this Contract begins on the Effective Date and expires on **March 31, 2025**.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party:

District Name: McAllen Independent School District

Attention: Karen Nitsch (District Office Contact)

Title: Director of Advanced Academic Services

Secretary: Marianela Trevino

Phone: 956-618-6059

Fax: 956-632-8446

Email: karen.nitsch@mcallenisd.net

with copy to:

Attention: Dr. Rosalba De Hoyos

Title: Associate Superintendent of Instructional Services

Secretary: Mary Lopez

Phone: 956-618-6048

Fax: 956-618-7333

Email: rosalba.dehoyos@mcallenisd.net

If to Performing Party: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Michael Mueller
Sr. Vice President of Finance and Planning
Email: svpfp@utrgv.edu

with copy to: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Alex Valdez
Chief Procurement Officer
Email: alex.valdez@utrgv.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as indicated in above contact information.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either Party may terminate this Contract upon thirty (30) days' advance written notice of termination.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

Mcallen Independent School District

By: _____
Name: Debbie Crane Aliseda
Title: President, Board of Trustees
Date:_____

Approved as to form:
O'Hanlon, Demerath & Castillo

By: _____
Kevin O'Hanlon

PERFORMING PARTY:

The University of Texas Rio Grande Valley

By: _____
Name: Dr. Luis Zayas
Title: Provost and Sr. VP Academic Affairs
Date: _____

By: _____
Name: Michael Mueller
Title: EVP for Fin & Business Affairs and CFO
Date: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2024-304 Department of Counseling Program Agreement Education Experience with The University of Texas Rio Grande Valley

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The University of Texas Rio Grande Valley ("University") and McAllen Independent School District ("Facility") have previously executed an Affiliation Agreement effective on March 1, 2023; and University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's Master's Degree in Counseling with educational experience utilizing the personnel, equipment, and facilities of Facility.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Facility Liaison and University Representative will design an educational experience in Counseling for University students utilizing the personnel, equipment, and facilities of Facility.

LEGAL REVIEW:

Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2024-304 Department of Counseling Program Agreement Education Experience with The University of Texas Rio Grande Valley for a term of five (5) years, From February 1, 2024 through January 31, 2029.

Attachment: ☑

SUBMITTED BY: Norma Cabrera (Mar 5, 2024 17:00 CST)

SUPERVISOR:

For further information contact:
Name: Ms. Norma Cabrera, Director of College, Career, and Counseling
Office: (956) 618-6000
eMail: norma.cabrera@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 7, 2024 08:37 CST)

Superintendent of Schools

DEPARTMENT OF COUNSELING PROGRAM AGREEMENT
(Education Experience)

Recitals

A. The University of Texas Rio Grande Valley ("University") and McAllen Independent School District ("Facility") have previously executed an Affiliation Agreement effective on March 1, 2023; and

B. University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's **Master's Degree in Counseling** with educational experience utilizing the personnel, equipment, and facilities of Facility.

Agreement

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1. PROGRAM. Facility Liaison and University Representative will design an educational experience in **Counseling** ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.

a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

2. UNIVERSITY OBLIGATIONS.

a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.

f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

3. FACILITY OBLIGATIONS.

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.

b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.

c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

d. Assume sole responsibility for the quality of patient or client care.

e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

4. GENERAL PROVISIONS.

a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. The initial Program shall begin on February 1, 2024, and end on January 31, 2029. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) days written notice to the other party; otherwise this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY:

By: _____
Luis H. Zayas, Ph.D
Provost and Senior Vice President
for Academic Affairs

Date: _____

By:_____
Dr. Christine Shupala
Vice Provost for Institutional Accreditation, Program Development, and Analysis

Date: _____

MCALLEN INDEPENDENT SCHOOL DISTRICT:

By: _____
Debbie Crane Aliseda
Board of Trustees President

Date: _____

Approved as to form:
O'Hanlon, Demerath & Castillo

By: _____
Kevin O'Hanlon, Attorney

UTRGV CONTRACT ID:_____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 3)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for library books, audiovisual supplies & equipment, software and related products and services. This Request for Proposal is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards". This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis, upon the Board of Trustees approval. Twenty three (23) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Five hundred thirty-two (532) vendors were invited to submit proposals, and nineteen (19) vendors responded, including two (2) no bid responses, one (1) duplicate submittal, and four (4) non-responsive. The evaluation committee, comprised of Jenny Ann Vega Director of Digital Learning and Library Services; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Graciela Garza, Senior Buyer, evaluated the proposals. Administration is recommending that the twelve (12) vendors listed on the attached list be awarded.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 3), and award vendors on the attached list, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Jenny Ann Vega

SUPERVISOR: Rosalba De Hoyos

For further information contact:
Name: Ms. Jenny Ann Vega, Director of Digital Learning and Library Services
Office: 956-972-5600
eMail: jennyann.vega@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 6, 2024 16:10 CST)

Superintendent of Schools

Request for Proposal No. 2024-1018 Professional DevelopmenLibrary Books, Audiovisual Supplies Equipment, Software and Related Products and Services (Round 3)

No.	Responding Supplier	City	State	Recommendation
1	Champion Awards and Apparel (John Hernandez)	Weslaco	TX	Qualifed
2	Cherry Lake Publishing/Sleeping Bear Press (CBM LLC)	Mankato	MN	Qualifed
3	Follett Content Solutions, LLC	McHenry	IL	Qualifed
4	J.W. Pepper & Son, Inc.	Exton	PA	Qualifed
5	Learning A-Z, LLC	Dallas	TX	Qualifed
6	Lexia Voyager Sopris Inc.	DALLAS	TX	Qualifed
7	Perfection Learning Corporation	Logan	IA	Qualified
8	Renaissance Learning, Inc.	Wisconsin Rapids	WI	Qualifed
9	Sach Viet Limited Liability Company	Houston	TX	Qualifed
10	Scholastic Inc.	New York	NY	Qualifed
11	Superior Text, LLC	YPSILANTI	MI	Qualifed
12	William H. Sadlier, Inc	New York	NY	Qualifed

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 6)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. Fifty-three (53) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Nine hundred ten (910) vendors were invited to submit proposals, and fifteen (15) vendors responded, including eight (8) no-bid responses. The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Sandra Pulido, Buyer, evaluated the proposals. Administration is recommending that the seven (7) vendors listed on the attached list be awarded, for a total of sixty (60) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 6), and award vendors on the attached list, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams
Laura Williams (Mar 6, 2024 15:05 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Ms. Laura Williams
Director of Purchasing Services
Office: 956-657-4480
eMail: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 6, 2024 16:37 CST)

Superintendent of Schools

RFP 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 6)

No.	Responding Supplier	City	State	Recommendation
1	Crisis Prevention Institute Inc.	Milwaukee	WI	Qualified
2	Edusmart (Learn-Ed LLC)	Austin	TX	Qualified
3	eDynamic Holdings LP	Southlake	TX	Qualified
4	Frog Publications, Inc.	San Antonio	FL	Qualified
5	Lone Star Learning (Lone Star Learning Sales & Marketing, Inc)	Lubbock	TX	Qualified
6	Numberella LLC	Cheyenne	WY	Qualified
7	Sweet Pipes, LLC	Port Orange	FL	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 5)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for Apparel, Awards, Incentives, Printing, and Related Products and Services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. Twenty-nine (29) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Three hundred sixty-one (361) vendors were invited to submit proposals, and eleven (11) vendors responded, including two (2) no-bid responses, four (4) non-responsive, and three (3) previously awarded (with no changes). The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Sandra Pulido, Buyer, evaluated the proposals. Administration is recommending that the two (2) vendors listed on the attached list be awarded, for a total of thirty-one (31) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 5), and award vendors on the attached list, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams
Laura Williams (Mar 7, 2024 12:02 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Ms. Laura Williams
Director of Purchasing Services
Office: 956-657-4480
eMail: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 7, 2024 16:49 CST)

Superintendent of Schools

RFP 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 5)

No.	Responding Supplier	City	State	Recommendation
1	Nevermore Printing Company LLC	McAllen	TX	Qualified
2	Spirit Monkey, LLC	San Antonio	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, and Rentals (Round 5)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for catering, entertainment, field trips, fundraising, food, restaurants, and rentals. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG") section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards". This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' ("Board") approval. Eight (8) vendors were previously awarded through this RFP.

Three hundred twenty-four (324) vendors were invited to submit proposals, and thirteen (13) vendors responded, including four (4) no-bid responses and one (1) non-responsive. The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Krystal Mercado, Senior Buyer evaluated the proposals. Administration is recommending that the eight (8) vendors listed on the attached list be awarded for a total of sixteen (16) vendors, on this RFP.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, and Rentals (Round 5), and award vendors on the attached list, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams
Laura Williams (Mar 6, 2024 07:50 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Ms. Laura Williams, Director of Purchasing Services
Office: 956-657-4480
email: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 6, 2024 14:08 CST)

Superintendent of Schools

Request for Proposal 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, and Rentals (Round 5)

No.	Responding Supplier	City	State	Recommendation
1	Aim fundraising Services, LLC	Houston	TX	Qualified
2	AC Chicken LLC dba Cowboy Chicken	McAllen	TX	Qualified
3	Deanan Products, Inc dba Deanan Gourmet Popcorn	Wylie	TX	Qualified
4	Kids Wonderland LLC	McAllen	TX	Qualified
5	Signature Fundraising, Inc	Rowlett	TX	Qualified
6	Southern Smiles Photography, LLC	Edinburg	TX	Qualified
7	Fonseca-Gonzalez, Inc dba Texas Photography Solutions	McAllen	TX	Qualified
8	WiddyUp, Inc	Jackson	WY	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action to approve Change Order No. 1 to Contract No. 2023-065 Re-roof and Mechanical Upgrades for William B. Travis Middle School through Competitive Sealed Proposal No. 2023-1007

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On June 13, 2022, the Board of Trustees approved Competitive Sealed Proposal No. 2023-1007 William B. Travis Middle School Re-roof and Mechanical Upgrades Re-Bid. Administration executed a contract with American Contracting USA, Inc.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

American Contracting USA, Inc. has requested additional sixty seven days (67) days to substantially complete the project due to bad weather days and school testing.

LEGAL REVIEW:

Change order has been approved by Legal Counsel.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approves Change Order No. 1 to Contract Contract No. 2023-065 Re-roof and Mechanical Upgrades for William B. Travis Middle School through Competitive Sealed Proposal No. 2023-1007.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Ruben Treviño, Executive Director of Facilites, Maintenance, and Operations
Office: (956) 632-3200
email: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Mar 7, 2024 08:21 CST)

Superintendent of Schools

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Change Order

PROJECT: *(Name and address)* CSP No. 2023-1007 William B. Travis Middle School Re-Roof and Mechanical Upgrades Re-Bid (Owner Contract No.2023-065) William B. Travis Middle School 600 W Houston Ave McAllen, TX 78501	**CONTRACT INFORMATION:** Contract For: General Construction Date: August 9, 2022	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: March 5, 2024
OWNER: *(Name and address)* McAllen Independent School District 2000 North 23rd Street McAllen, Texas 78501	**ARCHITECT:** *(Name and address)* Chanin Engineering, LLC a Texas limited liability company 400 Nolana, Suite H2 McAllen, Texas 78504	**CONTRACTOR:** *(Name and address)* AMERICAN CONTRACTING U.S.A., INC., a Texas for-profit corporation 1606 S. Reynolds Rio Hondo, Texas 78583

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
67 day extension request by Contractor due to weather delays.

The original Contract Sum was	$	1,987,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,987,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	1,987,000.00

The Contract Time will be increased by Sixty-Seven (67) days.
The new date of Substantial Completion will be April 15, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Chanin Engineering, LLC **ARCHITECT** *(Firm name)*	American Contracting USA, Inc. **CONTRACTOR** *(Firm name)*	McAllen Independent School District **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	Leticia Barcenas, President **PRINTED NAME AND TITLE**	Debbie Crane Alisda, Board President **PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

Approved as to form:
O'Hanlon, Demerath & Castillo

By: _____
Kevin O'Hanlon

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User Notes: (3B9ADA3D)

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2024-297 School System Cooperative with Region One Education Service Center

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District utilizes the contracts available through Purchasing Cooperatives as an additional resource for the acquisition of goods and services for students and staff on an as-needed basis.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Region One Education Service Center provides services in the areas of executive services, administrative leadership & community impact, curriculum, instruction & accountability, business & operations, and technology solutions.

LEGAL REVIEW:

The agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

The School System Cooperative fees are based on the District's prior year Average Daily Attendance ("ADA"). The rate per ADA was calculated at $1.29. The District's cooperative investment fee for the 2023-2024 year is $23,548.87 based on 18,254.94 ADA. Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2024-297 School System Cooperative with Region One Education Service Center, effective from the date of the last signature and shall automatically renew for successive one-year terms.

Attachment: ☑

SUBMITTED BY: Laura Williams
Laura Williams (Mar 6, 2024 15:05 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Laura Williams, Director of Purchasing Services
Office: (956) 657-4480
eMail: Laura.Williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 6, 2024 16:39 CST)

Superintendent of Schools

2023-2024
CATALOG OF SERVICES





Region One
EDUCATION SERVICE CENTER

www.esc1.net

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Dear Region One ESC Superintendents,

I am honored and pleased to welcome you to the upcoming 2023–2024 School Year. I am confident that this school year will bring many successes for all the 439,000 plus students we serve collectively. Thank you for your commitment in growing and shaping the lives of all our students.

Three main objectives of the Education Service Center as stipulated by the Texas Legislature are to assist school systems in improving student performance in our Region; enable school districts to operate more efficiently and economically; and implement initiatives assigned by the Legislature or Commissioner of Education. Region One ESC serves 38 school districts and six charter school systems with four of them having their headquarters in other Regions in the State. Our team primarily serves the eight counties of Brooks, Cameron, Hidalgo, Jim Hogg, Starr, Webb, Willacy, and Zapata.

I take this opportunity to invite you to take advantage of all the services and solutions Region One ESC has to offer your school system. While several of our services are free of charge, others have a fee associated that merely covers the costs involved in providing the service.

We look forward to your partnership as we continue to serve you in the areas of curriculum and instruction, school finance, purchasing, school safety, technology support service and solutions, PEIMS, human resources, school board member support, food and nutrition, and special education among many others.

Thank you for the opportunity to serve you!



Dr. Daniel P. King, Executive Director

Region One ESC Service Structure

Executive Services

Leadership & Community Impact

Adult Education & Literacy Development

College, Career, and Life Readiness

- Center for Excellence in College, Career, and Life Readiness
- Partnership and Career Pathways
- GEAR UP
- CTE Program
- Education Opportunity Center (EOC) Grant
- **Effective Advisement Framework**
- **Innovative Approaches to Literacy**
- **rootED**
- **Tri-Agency Regional Convener**
- **Upward Bound**
- **Upward Bound Math and Science**

Early Childhood Intervention

Educator Preparation Programs

- Center for Leadership Excellence
- Project P.a.C.E.

Regional Nurse

School Health & Counseling

School Safety & Transportation

Superintendent and School Board Support

Curriculum, Instruction & Accountability

Curriculum, Instruction, and Assessment

- Center for Excellence in Teaching and Learning
- Center for Excellence in Educator Effectiveness
- Language Proficiency, Biliteracy, and Cultural Diversity
- Reading Language Arts
- Advanced Academics (GT)
- Mathematics
- TCLAS/Strong Foundations/LASO
- Teacher Incentive Allotment
- Texas Instructional Leadership
- See One Data Management Educator Effectiveness Platform
- Social Studies
- Science
- TEKS Resource System (TRS)
- New Teacher Support
- Early Childhood Education

School Improvement, Accountability, and Compliance

- State Improvement Initiatives
- ESSA Compliance
- Migrant Education
- Special Education

Laredo Extension Office

Brownsville Extension Office

Business & Operations

Finance & Internal Operations

Purchasing

Analytics, Budget & Efficiency

Grants Management & Fiscal Reporting

Facilities & Operations

Food & Nutrition

Human Resources

SubHub

TutorHub

Technology Solutions

Information Technology (IT)

Product Development

Information Security

Instructional Technology

Library Services & Instructional Resources

E-Rate Consortium

Partnerships, Marketing and Communication

Public Relations

Graphic Design

Marketing/Advertising

Videography

Print Shop Services

Customized Trainings

Regional Demographic Profile

8

Counties Served

Brooks County
Cameron County
Hidalgo County
Jim Hogg County
Starr County
Webb County
Willacy County
Zapata County

School Districts	Charter School Systems	Student Enrollment
38	10	439,336

Elementary Campuses	MS Campuses	HS Campuses
389	142	217

Executive Services 6

Division of Leadership & Community Impact 9
Administrative Leadership *10*
Early Childhood Intervention (ECI) *11*
Adult Education & Literacy Development *12*
Educator Preparation Program (EPP). *15*
College, Career, and Life Readiness *17*
Career & Technical Education (CTE) Supports *20*
Guidance, Counseling, and Mental Health *21*
School Health. *22*
School Safety & Transportation *23*

Division of Curriculum, Instruction & Accountability. 26
Curriculum, Instruction, and Assessment Services *27*
School Improvement, Accountability, and Compliance. *36*
Migrant Education Program. *37*
Special Education Program. *38*
Brownsville Extension Office. *40*
Laredo Extension Office. *42*

Division of Business & Operations. 46
Business Manager Academy. *47*
Finance Advisory Council. *47*
Facilities *48*
Food & Nutrition Program *48*
Purchasing *49*
Human Resources *50*
SubHub and TutorHub Trainings. *51*

Division of Technology Solutions 53

Partnerships, Marketing and Communication 56

Exhibit A. 57

Exhibit B. 60

EXECUTIVE SERVICES



The Office of Executive Services oversees the operations of the entire Region One ESC, serves 38 school districts and six charter school systems with four of them having their headquarters in other Regions in the State. Our team primarily serves the eight counties of Brooks, Cameron, Hidalgo, Jim Hogg, Starr, Webb, Willacy, and Zapata.

The goals outlined in the Region One ESC Strategic Plan are infused into all programs and initiatives of the ESC. In addition, the Office of Executive Services seeks to ensure that all legislative mandates are addressed in order to assist school systems in improving student performance, to enable them to operate more efficiently and economically, and to implement initiatives assigned by the Texas Legislature or the Commissioner of Education.

REGION ONE ESC SCHOOL SYSTEM COOPERATIVES

Region One Education Service Center invites you to join the Region One ESC School System Cooperative for the 2023-2024 school year.

This consortium is designed to provide you and your Team the following support:

- Technical assistance provided to Superintendents through the Regional Advisory Council of Superintendents (RAC)
- First Year Superintendent Academy
- Superintendent Leadership Summer Academy
- Instructional leadership capacity building, guidance, technical assistance, training, and collaborative support activities through the Region One ESC Instructional Leadership Network
- Region One Finance Advisory Council Meetings
- Region One Human Resources Advisory Council Meetings
- Legislative updates for School Board Members and Superintendent's Team - Continuing education requirement training for School Boards (specialized training not included)
- Public Information/Communications support for school systems
- Consulting services to school systems with Moak, Casey and Associates
- Regional grant applications information and updates
- Staff development database and management system reports
- Services for identified region-wide special projects as requested by the Texas Legislature or Texas Education Agency

Your Leadership Team will receive access to their respective Region One ESC Council including access to presentation resources, meeting recordings and other information through a secured website.

Access to this information is exclusive to members of the Cooperative and their teams.

Small School Consortium
Available for school systems with 1,600 students or less. To provide additional support and guidance in Curriculum and Instruction, Business & Operations, among other critical areas. Consortium leaders meet once a month after the Regional Advisory Council.

Learn more about the benefits our Region One Councils have to offer

Regional Advisory Council of Superintendents (RAC)
RAC membership for the Region One area is comprised of public school Superintendents and Charter School Superintendents/CEOs. RAC plays a critical role in providing direction to the ESC in the development and delivery of products, services, and support, which fulfills the ESC's role in providing assistance to public school institutions to improve student performance, operate more efficiently and effectively, and carry out mandates by the Texas Education Agency and the Texas Legislature.
Contact: Judith M. Solis, Ed. D., jsolis@esc1.net

Instructional Leadership Network (ILN)
ILN sessions are organized as a forum for sharing information related to critical topics of greatest importance to district and school leadership teams, and for providing guidance and input to the Division of Instructional Leadership, School Improvement, and College Readiness Support. The Instructional Leadership Network is composed of Instructional Leadership Team members as identified by each school system. This may include Assistant Superintendents or Directors of Curriculum and Instruction, School Improvement, Federal Programs, and College and Career Readiness efforts at all Region One school systems.

ILN members discuss pertinent agenda items related to accountability, special programs, TEKS, STAAR, school improvement, school leadership, professional development, curriculum development/alignment, parental involvement, and other critical issues at the local, state, and national levels. Opportunities for educator networking and sharing of best practices by district representatives are also integrated into the ILN sessions. Sessions are held at the Region One ESC Main Office in Edinburg, TX and are delivered to remote sites in real time when requested in the

registration process.
Contact: Cris Valdez, Ed. D., cvaldez@esc1.net

Finance Advisory Council (FAC)
The FAC is a forum for sharing information and providing guidance in the area of school finance. Chaired by the Region One Deputy Director, the Council is comprised of heads of finance of all Region One area school systems. The council meets regularly to discuss pertinent agenda items related to the improvement of business and finance operations. Subject matter experts are brought in for the professional development of the Finance Advisory Council members. Networking and sharing of best practices is accommodated through the meetings. The Center has partnered with Moak Casey & Associates for financial consulting services and monthly updates on legislative school finance issues.

Benefits include Annual Investment Officer Training for compliance with Public Funds Investment Act; GASB pronouncement trainings; GASB 68 and 75 Audit template; TEA Updates from the Offices of State Funding, Grant Compliance and Administration, and Federal Fiscal Monitoring Division; District/ Charter Specific Budgeting Tools Resource; District/ Charter surveys, district/charter schools FIRST Ratings Resources; hosted TASBO certification trainings and workshops; secured website to access resources; TASBO and CPA continuing education, technical assistance, among other benefits. (Additional fees may apply by the training provider.)
Contact: Rumalda Ruiz, rruiz@esc1.net

Human Resources Advisory Council (HRAC)
The HRAC is composed of Human Resources leaders from school systems within the Region One area. The HRAC meets bi-monthly to share information and provide guidance in the area of Human Resources including human capital, staff information, ESSA, educator certification, criminal history background check requirements, FMLA, FLSA, and other state and federal requirements. The HRAC allows for networking and sharing of best practices as well as the acquisition of feedback from HRAC members regarding services, products, and support to operate more efficiently and effectively. The HRAC meetings provide an opportunity to share current information directly from TEA and the Texas Legislature.
Contact: Brenda Mora, bmora@esc1.net

Partnerships, Marketing & Communications Network (PMC)
The Partnership, Marketing & Communication (PMC) Network supports professionals serving regional school systems in the field of Communications, Public Relations, and Marketing. The PMC Network will meet on a monthly basis and will provide a forum for an exchange of ideas, to advance the skill set of the individual members in their specific role and will provide a networking forum to share best practices.
Contact: Arianna Vazquez-Hernandez, arihernandez@esc1.net

Cooperative Fee Structure:
- Cooperative fees are based on the school system's prior year ADA
- Registration fee for events is included through the School System Cooperative
- Non-participating school systems will incur a registration fee per event/per attendee
- Customized training is available, upon request, additional fees may apply

We look forward to your partnership as part of the Region One Education Service Center School System Cooperative to better serve the needs of all our Region One students.

At Region One ESC, we continue to expand our services and solutions. Don't see something you need? Let us know by scanning the following code:

www.esc1.net/services

DIVISION OF LEADERSHIP & COMMUNITY IMPACT



The Division of Leadership & Community Impact addresses the needs of school leaders, school system auxiliary services, and members of the general communities served by Region One ESC. Technical support, training, programmatic support, and direct support is designed to enhance general school operations, as well as district operations through:

- Administrative Leadership assistance to members of the executive level including Superintendents, members of a district's Board of Directors or Board of Trustees, and leadership in our region's Charter School systems.
- Guidance to program leaders in the realm of school health and counseling,
- School safety and transportation, as well as GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) resources, intervention, and college readiness support is available through the School Support programs.
- School Board Training, Superintendent and Administrative Leadership training, Alternative Teacher Certification and National Board Certification including evaluation trainings for T-PESS and T-TESS are available. Customized trainings are also available.
- Community Support includes Early Childhood Intervention (ECI), Adult Education Program, and
- Community based services make up the services provided in our Community Support component. In this area, we offer services to the very youngest of children in the Early Childhood Intervention (ECI) Program up to our adult learners in the Adult Education Program.

ADMINISTRATIVE LEADERSHIP

Contact: Dr. Judith M. Solis, jsolis@esc1.net

Board of Trustees
As trustees of their independent school districts school board members are required, as per Texas Education Code (Section 11.159) to attend continuing education training. The Region One Education Service Center offers three levels of board training to fulfill this requirement. The continuing education requirement applies to each member of an independent school district board of trustees and consists of orientation sessions, an annual team building session with the local board and the superintendent, and specified hours of continuing education based on identified needs.

Executive Level Administrators (Superintendent, Central Office, Campus leaders)
As school administrators the TEA mandates specific trainings that focus on legal matters, operational management, staff recruitment, supervisory requirements, etc. Our division ensures that these trainings are provided in accordance with the TEA requirements.

First Year Superintendent Academy
First-time Superintendents are required by the Texas Administrative Code to complete a professional development and mentorship program. To satisfy this requirement, Region One Education Service Center has developed a First-Time Superintendents' Academy and Mentorship Program. The Academy provides the opportunity to meet the required 36 professional development hours through seven scheduled modules of training. These modules are designed in blocks of 6 to 8 hours per session and directly relate to the duties and responsibilities of a superintendent. Most importantly, our academy provides the opportunity to develop professional relationships and networks of resource. Relevant topics such as: Superintendent/ Board Relations, Governance, Contracts, Instructional Leadership, Technology, Assessment & Evaluation, Communication, and other applicable topics. Held in our region utilizing the expertise of local educational leaders, the Academy provides in-depth discussions on familiar issues and those important to the region.

Region One School Board Conference
School Board Members from across the region convene for a professional development learning event at the annual Region One School Board Association (ROSBA) Spring Conference. The event is an opportunity for Board Members to enrich their knowledge of current education issues and network with colleagues from across the region. Breakout sessions will focus on areas such as legal issues, governance, conflict resolution, special programs, human resources, among others.

Superintendent Evaluation
One of the biggest responsibilities of a School Board by Texas law is to evaluate the performance of the Superintendent. This appraisal is more than a one-year annual obligation, it should be thought of as the culmination of a yearlong cycle. Region One offers guidance, samples and action steps to move this process forward as part of the district's strategic planning.

Superintendents' Summer Leadership Academy
The Annual Region One Superintendents' Summer Academy is a gathering of regional educational leaders and their leadership team members. The Superintendents' Academy provides participants the opportunity to enhance their professional understanding regarding current educational issues, trends, and best practices.

District/Campus Climate Surveys
A climate survey helps district leaders determine the perceptions and perspectives of their organization. Whether it is a district or campus survey it is a powerful tool to better understand the perceptions and experiences of students, faculty, and staff, identify strengths and areas for improvement, and measure progress on key initiatives around diversity, equity, and inclusion.

Driving for Success Initiative
Understanding that reliable transportation is one of the barriers to students pursuing post-secondary education or employment opportunities after high

school, Region One ESC in partnership with Driving Quest and the Texas Workforce Commission, makes available the online learning component of the driver's education process. Through the Vocational Rehabilitation program of TWC, Section 504 students and students participating in Special Education Programs are also eligible to participate in the program. The Driving for Success Initiative is open to all public, charter school, home-schooled, private, or post-secondary students, ages 14-22 years and those students who have been identified as Section 504 or in a Special Education Program. Interested students are encouraged to contact their campus Vocational Rehabilitation (VR) Counselor.

EARLY CHILDHOOD INTERVENTION

Contact: Theresa Cantu, marycantu@esc1.net

The Early Childhood Intervention (ECI) Program is a statewide program within the Texas Health and Human Services Commission for families with children ages birth to 3, with developmental delays, disabilities or certain medical diagnoses that may impact development. ECI services support families as they learn how to help their children grow and learn. Region One ECI provides the following collection of services:

- **Occupational Therapy (OT)** - Therapists promote the function and engagement of infants and toddlers and their families in everyday routines such as Bath time (address positioning needs, ensure safety and promote sensory rich experiences), Meal time (promote independence in self-feeding; improve ability to eat a variety of foods and textures)

- **Sensory processing skills** (effectively use information from all the senses including movement and internal body awareness), and Play time (increase social skills; advance motor coordination; develop problem-solving abilities).

- **Speech Therapy (ST)** - Speech-Language Pathologists may be part of the early intervention team. They help children develop cognitive skills (thinking, learning, problem-solving), communication skills (gesturing, talking, listening, understanding, use of alternative or augmented communication devices), social–emotional skills (playing, understanding feelings, making friends), and adaptive or self-help skills (eating, bathing, and dressing).

- **Physical Therapy (PT**)- A Physical Therapist in ECI may work on meeting developmental milestones such as rolling, sitting, crawling, standing, and walking and to improve age-appropriate strength, balance, and coordination. A Physical Therapist may also work with the child to manage tight muscles/improve joint range of motion due to muscle restrictions, evaluate the need for orthotics (braces) or other supportive equipment. An evaluation for appropriate seating and mobility options may also be conducted by the PT, as well as assisting families with ordering any necessary adaptive equipment (braces or wheelchairs)

- **Specialized Skills Training (SST)** is a general developmental service provided by an EIS (Early Intervention Specialist). An EIS provides SST as an ongoing or consultative service when the child would benefit from a comprehensive developmental service. EISs are specialists in early childhood cognition, motivation and how infants and toddlers learn, typical infant and toddler behavior and challenging behaviors (biting, tantrums, picky eating, sleep issues) and how developmental areas are interconnected.

- **Case Management** - A Case Manager is assigned to every child's case and is responsible for organizing the enrolled child's services and assisting with accessing community resources the family may need.

- **Child Find** – The Child Find Specialists attend community events to promote the services provided by the Region One ECI program to

educate the community about the services and to increase referrals. The Specialists organize and facilitate ECI Advisory Committee Meetings, manage online LiveBinders to provide current information on a variety of topics. Additionally, Specialists receive referrals and collaborate services for children dually enrolled in Head Start and other programs and provide CEU training, schedule and facilitate developmental screening as well as work in partnership with daycare licensing to allow ECI staff into daycare settings to deliver ECI services.

- **SNAP Ed** – The Supplemental Nutrition Assistance Program provides nutrition education classes to the community teaching about topics such as appropriate portion control, healthy food options, maintaining an active lifestyle through exercise, and more. Support is provided to potentially eligible individuals of SNAP eligibility requirements and services. The program works collaboratively with Child Find staff to increase referrals to ECI. Efforts made including highlighting monthly progress in support of the SNAP-Ed program are managed and reported on the PEARS (Program Evaluation and Reporting System).

- **Infant Massage** – Region One ESC ECI Infant Massage classes are offered over a 5-week period to give parents/caregivers and babies time to learn and become comfortable with massage. Each week caregivers learn strokes for a new part of their child's body. The Infant Massage Educator teaches a little at a time to ensure that parents are confident with every aspect of the class. Parents and caregivers learn massage strokes and touch relaxation; bonding techniques & ways to recognize the baby's cues; how to ask permission & how doing so builds respect; how to choose the best oil for massage; how to identify the best time for massage & ways to work it into your daily routines. The classes may be individual with parent/caregiver, baby, and educator or with a small group. The educator will demonstrate massage strokes on a doll and the parent/caregiver will massage their baby.

ADULT EDUCATION & LITERACY DEVELOPMENT

Contact: Melissa Salinas, mesalinas@esc1.net

Individual Training, Education, and Career Plans
Through a program orientation Adult Education students establish short-and long-term goals for student success and retention. These goals establish the basis for the required Individual Training, Education, and Career (ITEC) Plan which identifies long-term and short-term academic and career goals.

Transition Classes
Preparation for college or workforce training, including the development of college knowledge in the areas of note-taking, academic advising, time management, study habits, and digital literacy.

- Career development that includes career exploration, career planning, and employment expectations and work culture for an occupation or sector.
- Meeting with Career Navigators or others to expand and customize an ITEC Plan.
- Guest lectures from employers, former students, and faculty.
- Referrals to individual supportive services (for example, transportation, childcare, housing assistance); and intensive academic readiness and remediation for student success to support transition to post secondary education and training.

These activities support program success by ensuring that students understand and are committed to the duration and intensity of the program, have made arrangements to mitigate work and personal obligations that might impede completion and are well informed about the resulting employment options and expectations to support success.

Instructional Services for Native English Speakers

Basic Literacy

Basic literacy is instruction and support in the basic reading components necessary to develop beginning readers' ability to deconstruct, interpret, and use text. Reading develops according to identifiable stages—acquiring alphabetics (learning to read), fluency (smooth expressive reading), and reading to learn (the ability to use reading to acquire new information). The reading process, often facilitated through one-on-one instruction, includes word recognition, spelling, word meaning, silent reading comprehension, and oral reading rate.

Adult Basic Education (ABE)

ABE activities and instruction are provided across a continuum, from pre- and basic literacy through elementary levels, culminating with competencies equivalent to the eighth-grade level. Instruction includes reading, mathematics, communication skills, social studies, physical sciences, health, digital literacy, and career and college readiness competencies. Assessment and performance guidance organize ABE into four levels:

- Level 1 (grade level 0–1.9)
- Level 2 (grade level 2–3.9)
- Level 3 (grade level 4–5.9)
- Level 4 (grade level 6–8.9)

Adult Secondary Education (ASE)

ASE activities and instruction are comparable to the competencies developed in secondary high school and college developmental education. Assessment and performance guidance organize ASE into two levels:

- Level 5 (grade level 9–10.9)
- Level 6 (grade level 11–12)

Texas Certificate of High School Equivalency (TxCHSE)

We offer Texas High School Equivalency classes that prepare our students to take a high school equivalency exam, High School Equivalency Test (HiSET) administered by Educational Testing Services.

Services for English Language Learners

English as a Second Language (ESL)

ESL activities and instruction are designed to support English Language Learners in achieving competence in reading, writing, speaking, and comprehension of English that leads to attainment of a secondary school diploma or its recognized equivalent, followed by transition to post secondary education and training or employment. Programs can meet these requirements using one of the following methods:

- Ensure that the ESL program curriculum or instructional materials are aligned to the Texas AEL Content Standards
- Offer educational and career counseling services that help participants transition to post secondary education or employment
- Provide ESL services as part of Career Pathways

Integrated English Literacy and Civics Education (Integrated EL Civics)

Integrated EL Civics provides education services to adult English Language Learners, including professionals with degrees and credentials in their native countries, and enables them to achieve competency in English and acquire the basic and more advanced skills necessary to function effectively as parents, workers, and citizens in the United States.

Integrated Educational Trainings (I.E.T.)

Career Pathways and Intensive Service models support students in obtaining the skills and postsecondary and training credentials that are of value to local businesses.

Automotive Brake Repair

This certification assesses knowledge and skills related to general brake systems diagnosis; hydraulic system diagnosis and repair; drum brake diagnosis and repair; disc brake diagnosis and repair; power-assist units' diagnosis and repair; wheel bearings, parking brakes, and electrical; an electronic brake control systems: ABS, TCS, and ESC D&R. This will prepare participants to demonstrate knowledge of the skills necessary to diagnose, service, and repair cars, SUVs, and light duty trucks.

Certified Nurse Assistant

The National Nurse Aide Assessment Program examination is an evaluation of nurse aide-related knowledge, skills, and abilities. Students will be provided training in the following physical care skills:

nutrition, hydration, elimination, infection control, and data collection, psychological care skills, and the role of a nurse aide which entails client rights, legal and ethical behavior, and communications.

Commercial Driver's License
Driving a Commercial Motor Vehicle (CMV) requires a high level of knowledge and expertise and to obtain a Commercial Driver's License (CDL) applicants must pass both skills and knowledge tests geared to these higher standards. With Texas housing more than 170,000 truck drivers – the most of any state, and with the National Association for Pupil Transportation (NAPT) reporting nearly 80% of school districts suffer from bus driver shortages, it is crucial that we address an ever-growing demand for qualified drivers. Region One is partners with RGV CDL Services LLC to provide training for Class B licensing, along with additional endorsements for passenger transport and to help our districts find quality applicants for these necessary jobs.

Educational Aide
The Educational Aide certification prepares participants for Education and Training careers. It also facilitates a field based internship that provides background knowledge of child and adolescent development as well as principles of effective teaching and training practices.

Electrician Level I
Electricians work on electrical equipment and in homes, factories, businesses, and buildings, both existing and under construction. The Cybersecurity and Infrastructure Security Agency's (CISA), a branch of the U.S. Department of Homeland Security, deemed electricians essential to the continued operation of commercial facilities, public works and infrastructure support services. Region One partnered RGV Laredo Electrical JATC to provide the training for the National Center for Construction Education & Research (NCCER) Level 1 certification exam and in conjunction with the local chapter of the International Brotherhood of Electrical Workers (IBEW), to ensure job placement.

EKG
EKG Technicians carry the responsibility of administering electrocardiogram tests, which help practitioners understand the state of a patient's heart. Technicians ensure proper electrode placement on the patient, record the EKG/ECG, prepare the report for the physician, ensure patient comfort and safety, and troubleshoot abnormalities with the recording. In addition, EKG/ECG technicians must understand the anatomy and physiology of the heart, diseases and disorders of the heart, electrocardiography, pharmacology, and general patient care.

Forklift Certification
Forklift operators maneuver vehicles to move heavy objects in factories, warehouses, stores, and other facilities. The U.S. Bureau of Labor Statistics (BLS) estimates that 634,700 workers in this field were employed in 2019 and additionally, the BLS projected that growth for material moving machine operators, specifically industrial truck and tractor or forklift operators, will increase by 3% between 2019 and 2029. Region One partnered with South Texas College (STC) to ensure participants receive workforce training, OSHA certification, and high-school equivalency certificate necessary for most high-paying jobs.

Medical Office Specialist
The medical office specialist training program provides students the skills to oversee non-clinical activities in a health care facility. Participants will receive training in understanding the anatomy & physiology of the human body, along with the interpersonal skills needed to assist clients. Duties include: greeting and checking in patients, communicating with patients, preparing and indexing patient medical records, processing billing for patients, and filing insurance claims.

Microsoft Office Specialist
Earning this certification demonstrates that a student has the highest level of skills needed to proficiently use Office programs. To earn the Microsoft Office Specialist certification, a student must pass all three of the following exams: Word Expert, Excel Expert, and PowerPoint. In addition, the student must then pass one of the elective exams available for Access or Outlook.

Phlebotomy
Phlebotomy Technician certification covers several

important domains that include infection control and safety, patient and site preparation, blood collections and processing, and aseptic and infection control techniques throughout the phlebotomy process. In addition, candidates should know how to interview patients to identify special considerations that may impact collections.

Welding
Certification in Welding provides participants with advanced principles of welding with emphasis on special processes including describing the effects of pre-heating and post-weld heating, explaining precautions used when welding various metals and alloys,and performing open groove welds with mild steel and low alloy electrodes in all positions. Earning a specialized welding certification can be rewarding in significant ways, including higher salary potential, stronger employment demand and better job stability. In addition, specialized certification demonstrates an ability to continually learn and grow in the field; both critical qualities to succeed in bigger career roles like team leadership or more complex jobs.

EDUCATOR PREPARATION PROGRAM

Contact: Dr. Gisela Saenz, gisaenz@esc1.net

Teacher Alternative Certification Program

Project P.a.C.E. - Preparing and Certifying Educators
Project P.a.C.E., Educator Preparation Program, provides a range of services and supports to prepare aspiring educators for a successful career in teaching. We offer a combination of coursework, field experiences, along with mentoring and coaching to ensure that graduates are ready to meet the demands of the classroom.

Some of the specific types of services and supports that Project PaCE provide include:

1. Test preparation: Project P.a.C.E. provides support to students preparing for teacher certification exams, such as the Texas Examinations of Educator Standards (TExES).
2. Coursework: A variety of courses in subjects such as curriculum development, classroom management, assessment and evaluation, and educational psychology.
3. Field experiences: In addition to classroom-based coursework, educator preparation programs provide field experiences that allow students to observe and participate in actual classrooms.
4. Mentoring and coaching: This includes pairing students with experienced teachers or providing regular feedback on classroom performance.

Overall Project P.a.C.E. is designed to provide aspiring teachers with the knowledge, skills, and practical experience needed to succeed in the classroom.

Principal Alternative Certification Program

ILP3 - Integrated Leadership Principal Preparation Program
The Integrated Leadership Principal Preparation Program - ILP3 is designed to help certified educators who hold a master's degree transition into the role of a campus leader. ILP3 provides candidates with the necessary skills and knowledge to become a successful instructional leader. Our delivery of services are convenient, allowing candidates to complete coursework on Saturdays and participate in field experiences while continuing to work. Top five reasons for choosing to participate in the ILP3 Program:

1. Vision for high-quality educator preparation
2. Offer face-to-face coursework and training
3. Provide intentional practice-based experiences
4. Targeted supports through coaching & mentoring
5. Affordable tuition

National Board Certification Candidacy Support Program Partnership

National Board Certification is a pathway for professional growth and salary advancement in Texas. Successful completion of the National Board Certification teachers automatically rewards teachers with a "Recognized" designation and can earn $3,000 - $9,000 (up to 90% of which must go toward teacher salary) in addition to state funding from their school, per year, per teacher. Certification fees are reimbursable by the state as part of the Texas Teacher Incentive Allotment.

The Region One ESC Educator Preparation Program has partnered with a state organization to offer a National Board Certification Pre-Candidacy Support Program. This support program enables educators to prove proficiency in specific practice areas to prepare them for successful completion of the National Board Certification process. Teachers ready to experience high quality, transformational professional training that will positively impact student achievement and lead to incentivized performance are encouraged to pursue National Board Certification.

Administrator Supports - The Center for Leadership Excellence

The Center for Leadership Excellence (CLE) is committed to providing leadership professional learning opportunities, networking opportunities and resources to district and campus administrators, counselors, teachers, and classified personnel. The center is also the sole provider of Texas Principal Evaluation & Support System (T-PESS), Texas Teacher Evaluation & Support System (T-TESS), Advancing Educational Leadership (AEL), Student Learning Objectives (SLO) and Impact Coaching trainings.

Texas Principal Evaluation & Support System (T-PESS)
This 1-day training is required for anyone who will appraise principals. Principals who will be appraised with T-PESS can also take this 1-day training to deepen their understanding of the appraisal process, including engaging in an orientation, completing a self-assessment, composing a professional development plan, and setting improvement goals.

Texas Teacher Evaluation & Support System (T-TESS)
All designated appraisers must participate in this 3-day required certification training and demonstrate proficiency in the observation process by successfully completing an online certification test through the Teacher for Texas portal.

Advancing Educational Leadership (AEL)
The Advancing Educational Leadership (AEL) training is an engaging and research-based training designed to improve instruction and student performance at the campus and district level. This is a 3-day required training for T-TESS appraisers and is a co-requisite of T-TESS.

Student Learning Objectives (SLO)
Student Learning Objectives are long-term goals for student learning crafted by teachers and administrators. They provide an effective process for improving instructional practices by encouraging thoughtful, deliberate, and evidence-based decisions that should ultimately result in improved student learning. SLOs drive both teacher practice and student learning by strengthening instruction. This 2-Day training will guide participants through the 3 phases of the SLO process, creating an SLO, monitoring progress to drive instruction and evaluating success and reflection.

Impact Coaching
The Impact Coaching Training is designed to provide Appraisers with specialized coaching skills, tools, and competencies to utilize in the T-TESS and T-PESS observation cycles. Through this 2-day training, Appraisers will learn how to become better coaches, support their educators in their professional growth, and facilitate meaningful conversations that lead to improved performance.

New Principal Academy
The New Principal Academy focuses on developing foundational leadership skills for 0 - 3 year principals. Principals will engage in 2 days of learning that include, campus planning and goal setting, state and federal accountability, time management, instructional coaching and the importance of work and life balance.

The Post Conference Conversation
The overall purpose of the post-conference in the T-TESS process is to provide teachers opportunities to self-reflect on the execution of their lessons with

guidance and support from the T-TESS Appraiser. During this 1-day training, T-TESS appraisers will review the Four Key Elements of the Instructional Post-Conference and strengthen their skills of using leading questions that allow teachers to reflect on an area of reinforcement and an area of refinement.

Administrative Assistant Conference
The Administrative Assistant is often the first point of contact for parents and visitors, therefore they must display a highly professional image at all times. During this training administrative assistants will engage in a day of learning and walk away with tools for optimal organization and strategies to tackle daily scenarios with efficiency, confidence, and a positive outlook.

ParaEducator Conference
Paraprofessional staff provide instructional, behavioral and/or other support to students in and outside of the classroom and therefore, are an integral part of the campus team. It is important to have well-trained support personnel to ensure a positive impact on student achievement. During this conference paraprofessionals, Instructional Aides, Computer Lab Proctors, Special Education Assistants, Library Aides, Substitute Teachers, and all others working at the paraprofessional support level will engage in a day of learning tools for instructional delivery, classroom management and relationship building.

COLLEGE, CAREER, AND LIFE READINESS

Contact: Melissa I. Lopez, mlopez@esc1.net

Systemic Support

Tri-Agency Regional Convener
Region One was selected as the Tri-Agency Regional Convenor, a Tri-Agency Workforce Initiative by The Texas Higher Education Coordinating Board, Texas Workforce Commission, and Texas Education Agency to represent WDA-Lower Rio.

The Tri Agency Convener will develop a regional education-workforce partnership system that is composed of representatives from postsecondary (IHE), workforce development board, and various staff from the regional convener organization and diverse representation to ensure the entire workforce development area (WDA) is served. Representatives bring together holistic subject matter expertise of regional and local career and education pathway initiatives to build infrastructure and facilitate regional pathways implementation to address Regional strategic pathways alignment, regional work-based learning, regional data infrastructure, and Regional communications.

The Tri-Agency aims to provide all Texans with access to high-quality education and workforce training that empowers them to achieve their full potential and help Texas grow in economic prosperity.
Contact: Melissa Lopez, mlopez@esc1.net

Student Supports

Middle School Playbook for College and Career Readiness
The Middle School College and Career playbook is a comprehensive tool to inform, educate, and guide students and their families toward their post secondary plans and pursuits. It consists of an interest profiler and curriculum-based activities to further explore careers in the student's area of interest, as well as provide a review of high school endorsements, industry-based certificate opportunities, programs of study options, and financial aid resources. The Playbook explains the importance and benefits of taking advanced courses in high school, as well as exploring post secondary institutions and military options. The playbook provides a guide for students with disabilities for transition and self-advocacy. It also contains a graduation checklist with requirements and information on college entrance and placement exams. It is a great resource for mental health through social and emotional learning. It has an array of academic support, career exploration, and life readiness through its numerous guides and

resources.
Customizable for your district, no cost for technical assistance, only playbook cost.
Contact: Rosie Franco, rfranco@esc1.net

High School Playbook for College and Career Readiness
The High School College and Career playbook is a comprehensive tool to inform, educate, and guide students and their families towards their post-secondary plans and pursuits. It consists of an interest profiler and curriculum-based activities to further explore careers in the student's area of interest as well as reviews high school endorsements, industry-based certificate opportunities and programs of study options. The high school playbook explains the importance and benefits of taking advanced placement (AP) courses as well as explores post-secondary institutions and military options. It also provides an extensive scholarship list as well as the FAFSA process for financial aid planning to pay for post-secondary education. The playbook provides a guide for students with disabilities for transition and self-advocacy. It also contains a graduation checklist with requirements and information on college entrance and placement exams. It is a great resource for mental health through social and emotional learning. It has an array of academic support, career exploration, and life readiness through its numerous guides and resources.

Customizable for your district, no cost for technical assistance, only playbook cost.
Contact: Rosie Franco, rfranco@esc1.net

Family Supports

Family Playbook for College and Career Readiness (Bilingual)
The Family College and Career Playbook is a comprehensive tool for families to inform, educate, and guide themselves and their child into post-secondary and career pursuits. The playbook provides the TEA Testing Calendar, including STARR, TELPAS, and other important testing dates. The playbook also includes an interest profiler, workforce, and certificate pathway transition information to further explore careers. The playbook supports parents to have conversations with their child about areas of interest and programs of study options. The Family Playbook explains the importance and benefits of taking advanced placement (AP) and IB courses, as well as explores careers, post-secondary institutions, and military options. It provides a step-by-step explanation of the FAFSA process, a graduation requirement, to obtain financial resources and pay for a post-secondary education. It is a great resource that includes video, via QR codes, for viewing strategies to learn social and emotional learning. It has an array of support, community resources, career pathway exploration, and life readiness through its numerous guides and resources.

Customizable for your district, no cost for technical assistance, only playbook cost.
Contact: Rosario Franco, rfranco@esc1.net

Educator Supports

House Bill 5 College Prep Course Workshops
House Bill 5 (HB 5) requires school districts to partner with at least one Institution of Higher Education (IHE) to develop and provide college preparatory courses in Mathematics and ELA for 12th grade students who have yet to demonstrate college readiness. In partnership with RGV Focus and all five local area IHEs, Region One developed two standardized, regional college prep courses, which became implemented in classrooms during the 2014-2015 academic school year. Workshops overview is as follows:

- HB5 Introduction for Teachers or Educators new to the program- ELA
- HB5 Introduction for Teachers or Educators new to the program- Math
- 3 HB5 ELA Workshops for New and Returning Teachers- Fall Semester
- 1 HB5 Math Workshop for New and Returning Teachers- Fall Semester
- 3 HB5 ELA Workshops for New and Returning Teachers- Spring Semester
- 1 HB5 Math Workshop for New and Returning Teachers- Spring Semester
- 1 End of the Year Meeting for ELA Teachers
- 1 End of the Year Meeting for Math Teachers

Contact: Rachael Sanchez, rasanchez@esc1.net

Texas Success Initiative (TSI) Institute
This Institute provides TSI Mathematics and English Language Arts teachers with an overview of the TSI diagnostic, an in-depth look into the TSI blueprint, and an opportunity to begin the dialogue on TSI best practices and proven instructional approaches. The session addresses several levels of support for Teachers to address the content needs of the student. Also included is a College Readiness Series Framework that addresses the various needs of college and career readiness.
Contact: Joe Castillo, jmcastillo@esc1.net

The Calm Room
Participants will learn to better manage stress, anxiety, and balance their social emotional needs to maintain a healthy mind. The Calm room is a designated stress-free space to learn and utilize self-care techniques for emotional wellness, examples may include but not limited to:

- Setting up a calming space/location
- Breathing techniques
- Art Therapy
- Laughter yoga
- Meditation
- Aroma Therapy
- Guided imagery
- Progressive muscle relaxation
- Practicing mindfulness

Contact: Esperanza Rodriguez, esprodriguez@esc1.net

Student Voice: Acknowledging the Power of Students' Stories
Participants will learn about the value of student voice and how it can impact creativity, self-advocacy, and ultimately the college admissions process. By acknowledging the power of students' stories, schools can gain a deeper understanding of each applicant's unique experiences, perspectives, and contributions. Through interactive discussions and activities, attendees will discover effective strategies for helping students develop their writing skills and find their unique voices to enhance their college admission and scholarship application essays.

Overall, this session will provide valuable insights and practical tools for educators and administrators who are committed to promoting student voice and empowering students to succeed. (Grades 9-12)
Contact: Amanda Cardoza, acardoza@esc1.net

Administrator Supports

House Bill 5 Update
This training provides legislative information, changes and requirements that impact high school graduation for new secondary Counselors and staff or those that would like a refresher course to support district and campus practices and procedures for graduation.
Texas Administrative Code Chapter 74. Curriculum Requirements Subchapter B. Graduation Requirements
§ 74.11. High School Graduation Requirements
§ 74.12. Foundation High School Program
§ 74.13. Endorsements
§ 74.14. Performance Acknowledgments
Contact: Jennifer Avelar, javelar@esc1.net

Effective Advising Framework (EAF)
The Effective Advising Framework provides a clear vision for planning, implementing, and evaluating an effective advising program in the context of a comprehensive school counseling program to support students' academic and career development in grades K-12. This Framework has been designed as a collaborative statewide effort by representatives from education, workforce, military, and community-based organizations. The EAF Coach convenes with districts through the development of an Effective Advising Program aligned to the EAF.
Contact: Jennifer Avelar, javelar@esc1.net

CCMR Symposium
Region One ESC hosts an annual CCMR Symposium to bring together professionals from educational, industry, and military fields. Breakout sessions focus on CCMR options including a review of the coding best practices, ways to enhance current district CCMR options, and the opportunity to visit with college, industry, and military personnel who share insights, expertise and opportunities available for students.
Contact: Melissa Lopez, mlopez@esc1.net

CAREER & TECHNICAL EDUCATION (CTE) SUPPORTS

Contact: Leo Saenz, lsaenz@esc1.net

Rural Schools CTE Cooperative

- Implementation of high-quality Career and Technical Education programs at each rural/small school district.
- Aid with CTE programs of study implementation and industry-based certifications aligned to the program of study.
- Support each district and charter school with Perkins application and grant guidelines.
- Assistance with the required comprehensive local needs assessment that needs to be updated every 2 years.
- Support provided to school staff to assist students with career exploration activities, work-based learning opportunities, and guidance toward CTE programs of study that lead to in-demand and high wage occupations.
- Continued development of partnerships and programs that help align workforce needs with talent development in school districts and postsecondary institutions.
- Provide support to school systems to meet compliance for CTE funding and the Office of Civil Rights, including personalized aid with CTE website/social media, course catalog, advisory committee, Career and Technical Student Organizations, and special population best practices.

Technical assistance via Zoom and Telephone

Regular technical assistance does not incur a cost. Customized assistance will be assessed based on request.

Regular technical assistance may be provided via zoom and phone. Customized assistance will be face-to-face.
Fee: $5,000 per district

As small school systems, the following may benefit from this cooperative:

- Brooks County ISD
- La Feria ISD
- Point Isabel ISD
- Rio Hondo ISD
- Santa Maria ISD
- La Villa ISD
- Monte Alto ISD
- Progreso ISD
- Jim Hogg County ISD
- San Isidro ISD
- Webb CISD
- Lasara ISD
- Lyford ISD
- San Perlita ISD

CTE Summer Conference

The Annual Career & Technical Education Summer Conference is open to CTE Educators including Administrators, Guidance and Career Counselors, College Faculty, school system educators, Education Service Center personnel and Teachers in college and career readiness programs. This conference helps school systems fulfill Perkins Grant Requirements.

This conference covers areas such as:

- Workforce and labor market information needed to develop effective CTE programs;
- How to improve the quality and outcomes of Career & Technical Education programs, counseling career pathways, partnerships, and curriculum;
- Introduction of instructional models that integrate academic and Career & Technical Education, effective teaching strategies;
- Showcase innovative products, textbooks, software or equipment for CTE teachers and school personnel;
- Update Programs of Study and developing CTE Endorsements;
- Share best practices of CTE Innovative programs;
- Various breakout sessions are available and vendors display their products and services.

CTE Updates and Best Practices

This training is an opportunity for Career and Technical Education instructors to receive updates regarding CTE. This course provides a review of the Approved Statewide Programs of Study, Regional Programs of Study, Approved Industry-Based

Certifications for Accountability, Industry-Based Certification Resources, and Teacher Resources.

Participants receive files used in the training as well as documents presented.

GUIDANCE, COUNSELING, AND MENTAL HEALTH

Contact: Yovann Salinas, yosalinas@esc1.net

Counselor Workshops for Elementary and Secondary Counselors

The focus of these workshops is to enhance counselors' leadership skills in the areas of advocacy, collaboration, data use, and mental health, while also providing the latest information on college and career readiness resources. The counselor workshops are also designed for creating responsive services and building a system of support in districts and campuses for all students served.

Contact: Yovann Salinas, yosalinas@esc1.net

Special Session on Social Emotional Learning

A focus on social emotional learning for Counselors includes support and resources to better understand social emotional learning components and toolkits available to them. It also supports solutions for counselors to address parent and student needs.

Contact: Yovann Salinas, yosalinas@esc1.net

Region One Counseling Director's Meetings

Regional Counseling Director's Meetings consist of quarterly zoom meetings with Counseling Directors from Regions 1-4, ESC (Education Service Center) Counselor Specialists, along with the Texas Education Agency Counselor Support Manager.

Counseling Director meetings allow participants to collaborate, network, and receive updates. Representatives from Higher Education and Workforce Solutions are invited to provide updates on admissions, degree programs, and requirements. Updates on programs of study and industry-based certifications are shared and technical assistance is provided as needed.

Contact: Yovann Salinas, yosalinas@esc1.net

SEL Series for Families

Region One ESC, in partnership with ACT, provides a 3-part virtual series, offered in English and Spanish, focus on ways families can address the social, emotional, and academic needs of their child. Family and Parent Liaisons are also invited to attend.

Contact: Yovann Salinas, yosalinas@esc1.net

Mental Health Training

Ongoing Mental Health Behavioral Health Professional Development Opportunities and technical assistance for Campus Licensed Specialist School Psychologists (LSSPs), School Counselors, Licensed Professional Counselors (LPCs), Social Workers, and parents in the following topics:

- Bullying & Teen Dating Violence
- Multi-Tiered Systems of Supports (MTSS)
- Overview of Non-Suicidal Self Injury
- School Personnel/Staff Stress Relief and Morale Boost
- Counseling Processes after a crisis

Contact: Yovann Salinas, yosalinas@esc1.net

School Mental Health Texas Database (Senate Bill 11, 86th Texas Legislature)

Provides school systems Mental Health Resources accessible to Region One from the TEA database.

Contact: Tana Armitage, tarmitage@esc1.net

Suicide Prevention/Intervention/Postvention Training-mandated by TEC Sec. 38.351

Provides Campus Licensed Specialist School Psychologists (LSSPs), School Counselors, Licensed Professional Counselors (LPCs), Social Workers, and other campus staff with Suicide Prevention and ongoing training through the following programs:

- Youth Mental Health First Aid
- AS+K About Suicide to Save a Life

Contact: Jessica Viacobo, jviacobo@esc1.net

Professional Learning Community (PLC) Meetings

PLC meetings with small and rural district representatives provide resources and best practices.

Sample services for the four small rural grant districts including Lyford CISD, Rio Hondo ISD, Lasara ISD and Jim Hogg ISD include:

- Professional Development for Implementation of a Tool Kit with Mental Health Resources
- Rhithm App for two of these school districts that must be renewed annually

Contact: Tana Armitage, tarmitage@esc1.net

McKinney Vento Program

Ongoing professional development and technical assistance for McKinney-Vento Liaisons is provided. Services include:

- Guidance and support to school systems when applying for ARP Homeless II Grant;
- Support to school systems who have historically not identified McKinney Vento students.
- Provide opportunities to McKinney Vento coded students;
- STEM Camp for Students

Contact: Tana Armitage, tarmitage@esc1.net

Consultation for Federal Program Directors

Up-to-date grant guidelines and support for 12 school districts selected for validation. This consultation is for Title IV Part A and McKinney-Vento grants.

Contact: Tana Armitage, tarmitage@esc1.net

SCHOOL HEALTH

Contact: Jaqueline Harden, jharden@esc1.net

CPR Certifications

CPR certifications encompass a series of problem-solving medical procedures intended to offer urgent treatment to cardiac emergencies. Certification trainings available through Region One School Health & Counseling include Basic Life Support and Heartsaver.

- **Basic Life Support** - Basic Life Support (BLS) course designed for healthcare professionals to train participants to promptly recognize several life-threatening emergencies, give high-quality chest compressions, deliver appropriate ventilations and provide early use of an AED.
- **Heartsaver** - Heartsaver courses are designed for anyone with little or no medical training who needs a course completion card for job, regulatory (for example, OSHA), or other requirements. These courses can also be taken by anyone who wants to be prepared for an emergency in any setting.

Drug Impairment Training for Educational Professionals (DITEP)

The purpose of the DITEP is to provide School Administrators, Teachers, and Nurses with a systematic approach to recognizing and evaluating individuals in the academic environment who are using or are impaired by drugs, in order to provide early intervention. The training is not intended to qualify participants as Drug Recognition Experts (DRE). Rather its purpose is to aid in the evaluation and documentation of those suspected of using drugs and those impaired by drugs.

Health Education Workshops

Workshops are scheduled throughout the year to educate school nurses on a variety of topics including: school nursing practice, state and local health updates, evidence based practices, current health and nursing related topics.

Nursing Leadership Cohort

Monthly meetings for School Health Service Directors/Coordinators for collaboration, COVID-19 updates health information and updates, topics, resources for students and families, upcoming Region One workshops and other opportunities for Nursing Continuing Professional Development.

New School Nurse Orientation

This professional learning opportunity, designed specifically for new school nurses (RNs or LVNs) to ensure they have the resources, information and tools to be successful in their role. School Nurses who have been practicing for a few years would also benefit from this training.

School Health Newsletter
Monthly School Nurse Newsletter is designed to inform school nurses on a variety of topics related to practice of school nursing, including COVID-19 updates, current health and other nursing related topics.

Stop the Bleed Training
In a STOP THE BLEED® course, participants learn three quick techniques to help save a life before someone bleeds out: (1) How to use your hands to apply pressure to a wound; (2) How to pack a wound to control bleeding; (3) How to correctly apply a tourniquet. These three techniques will empower individuals to assist in an emergency and potentially save a life.

SCHOOL SAFETY & TRANSPORTATION

Contact: Jesus Aguayo, jaguayo@esc1.net

Active Threat/Event Training
Provides resources for school systems to complete an Active Threat Annex to their Basic Plan, which addresses actions and responsibility through the five phases of Emergency Management, including an Active Threat Annex template and completion guide.

Crossing-Guard Training
The participant will know and understand the legal requirement regarding the (1) appropriate equipment requirement; (2) appropriate procedures that must be followed to safeguard the lives of pedestrians; (3) inappropriate hand gestures to control traffic; (4) appropriate attire; and (5) legal ramifications for the safe crossing of pedestrians (negligence).

Emergency Operations Plan Consulting Services
Assists school systems with the implementation of an Emergency Operations Plans (EOP) following the model available by the Texas School Safety Center. A thorough review of the EOP plans and Supportive Annex's are addressed.

Emergency/Crisis Management Awareness Training
Recognizing that schools are not immune to natural and man-made hazards, do your schools have emergency plans in place for the safety and well-being of students and staff? What is your role? The specific type of emergency will guide where and what type of safety plan will be provided. Emergencies can happen with or without warning. Being prepared physically and psychologically to handle unexpected accidents or disasters is an individual as well as an organizational responsibility.

Hands-On Special Needs Training
The participant will know and understand their role in the transport of a child with special needs that requires various mobility aids such as restraining harnesses, properly tied down wheelchairs, proper use of the lift, how to conduct an emergency evacuation, proper use of seat belt cutters, fire blankets, and transfer boards.

On-Site Transportation Department Evaluation for Efficiency & Effectiveness
This on-site training evaluates the workflow and focuses on the use of basic Microsoft Office (word, excel, outlook, etc.) in order to automate collection, retrieval and use of data more effectively & efficiently.

Safety & Security Audit Consulting Services
Region One assists school systems with Safety and Security Audits of their campuses and non-instructional facilities, as mandated by the Texas Education Code §37.108 This mandated audit is to take place every three years for school systems and education service centers. The Safety Audit process consists of an intruder assessment, safety climate surveys and interviews before the initial audit, a thorough use and implementation of the Texas School Safety Center Safety Audit Checklist, and recommendations by the Region One auditing team.

Safety & Security Audit Consulting Services for Junior Colleges
The Texas Education Code §37.108 states: "At least once every three years, each public junior college district shall conduct a safety and security audit of the district facilities. To the extent possible, a district shall follow safety and security audit procedures developed by the Texas School Safety Center or a comparable public or private entity."

School Safety Law
The Texas Legislature has enacted laws addressing requirements relating to school safety and security. Educators, community partners, and parents should be aware of these mandates, not only to ensure state compliance, but also to establish effective school safety practices in their respective districts.

School Transportation Security Awareness
The participant will know and understand their role in conducting security inspections and walk-throughs to ensure that the transportation shop, bus parking lots, fuel pumps are secure from: (1) vandalism; (2) tampering with buses; (3) vigilance for suspicious packages; and (4) development of procedures and training for all transportation staff to respond to an incident or security breach.

Texas School Bus Driver Certification Course
To help address the local school district training needs bus driver certification courses are offered on Saturdays and scheduled on a monthly basis. This 20-hour course is mandatory for all new school bus drivers to obtain their initial school bus driver certification from the Department of Public Safety (DPS) and must be renewed every three years.

Texas School Bus Driver Re-Certification Course
These classes are scheduled monthly and offered on Saturdays to help address the local school district training needs. This 8-hour course is mandatory for school bus drivers to obtain in order to renew their DPS issued school bus driver certification.

Introduction to Behavior Management
The participant will learn the components of discipline management, identify the three commitments necessary to making good judgments regarding student behavior, and observe student behavior to identify the appropriate intervention that the behavior requires.

Introduction to the Driver Team: Bus Driver/Monitor, Communication/Team Building
The participant will know the physical and legal requirements of the driver team, understand the roles and responsibilities the driver team share: (1) legal responsibility for the safe transport of child; (2) inspection of equipment; (3) compliance with legal requirement to conduct pre- and post-trip safety vehicle and equipment inspections; (4) confidentiality; (5) child abuse and neglect reporting; and (6) appropriate training to meet the individualized needs of each student.

Introduction to Evacuation Planning (Transportation)
The participant will learn what equipment is available for use in an emergency evacuation, how to write an evacuation plan that addresses a passenger's individualized needs, and learn their legal responsibilities and roles in ensuring their physical and mental fitness to execute roles for the safety of each child.

Introduction to Defensive Driving
The participant will know and understand the factors contributing to collisions, managing space and time, responsible driving techniques, responsible driving habits and road hazards and the legal ramifications of being involved in a vehicle incident or accident, regardless of being at fault or not.

Texas School Safety Center – Digital Threat Assessment Training
Digital Threat Assessment (DTA) was developed to address the evolving technology challenges that currently face our schools. These challenges have entered the educational domain with force and overwhelmed school district staff. Most aspects of school safety and threats now involve a social media or other online component and it is important to be prepared so that school systems respond appropriately. The goal of the threat assessment is to prevent unwanted outcomes from occurring.

Texas School Safety Center – Behavioral School Threat Assessment Training
Behavioral Threat Assessment training provides a

proactive, evidence-based approach for identifying individuals who may pose a threat and for providing interventions before a violent incident occurs. As required by the 86th Texas Legislature and SB 11, the Texas School Safety Center, in coordination with the Texas Education Agency, has developed model policies and procedures to assist school districts in establishing and training threat assessment teams now mandated by TEC §37.220.

Texas School Safety Center – Before you Text, Bullying and Sexting Course
Concerns regarding sexting (defined as the act of sending sexually explicit messages, photographs, or videos) began to emerge in 2009 as the media started highlighting possible long-term consequences. In 2011, the Texas School Safety Center created their first online course on the topic of sexting. Since technology has evolved it has become apparent that bullying and harassment can be both a cause and an effect of sexting. This online course has been updated to reflect the current culture, concerns, technology, laws, crimes, and individuals involved.

Paperwork Required by Law to Hire or Maintain Annual Bus Driver Eligibility
The participant will become familiar with the enrollment process needed to request an initial school bus driver permit on new bus drivers, how to evaluate bus driver driving records from DPS, how to review medical exams and criminal background checks, how to conduct sexual predator verifications.

DIVISION OF CURRICULUM, INSTRUCTION & ACCOUNTABILITY



The Division of Curriculum, Instruction & Accountability provides all members of our educational community with research-based professional learning opportunities, collaboration and networking, quality instructional resources, and access to highly skilled professionals in support of school system efforts to ensure the highest levels of quality education is accessible for all students. Our mission is to promote and achieve educational excellence by providing quality services that lead to enhanced levels of student success.

CURRICULUM, INSTRUCTION, AND ASSESSMENT SERVICES

Contact: Kelly VanHee, kvanhee@esc1.net

Accelerated Learning Support
Educators at every level will receive intensive and job-embedded support to appropriately diagnose unfinished learning. The Learning Acceleration Series will guide school systems with on-grade level assignments, just in-time interventions, and research-based instructional strategies.

- Accelerated Learning Leadership Series – A three-day series that guides and supports district leadership teams through the critical elements of accelerated learning as they lead their systems through a comprehensive approach to ensure opportunities for all through an accelerated learning model.
- Accelerated Learning Teacher Series – A three-day series that provides extended training in the effective implementation of the eight high-impact, research-based instructional strategies that promote learning acceleration.

Contact: Patty Gomez, pagomez@esc1.net

All the Places We Will Go! Comprehension Strategies
You and your students can go to amazing far off places and experience wonderful adventures without leaving your classroom! Participants will learn about and engage in strategies to develop students' comprehension skills in grades PK -2nd.
Contact: Brenda Villasano, bvillasano@esc1.net

Amplify (K-2nd) Planning & Internalization
During this workshop, teachers will collaboratively engage in the process of unit internalization. Teachers meet every six weeks to engage in planning and internalization for the upcoming six weeks. Through this process, teachers develop a deep understanding of what students are expected to learn, how students will be assessed, and the arc of learning over the course of a unit.
Contact: Brenda Villasano, bvillasano@esc1.net; Patty Gomez, pagomez@esc1.net

Amplify (3rd-5th) Planning & Internalization
During this workshop, teachers will collaboratively engage in the process of unit internalization. Teachers meet every six weeks to engage in planning and internalization for the upcoming six weeks. Through this process, teachers develop a deep understanding of what students are expected to learn, how students will be assessed, and the arc of learning over the course of a unit.
Contact: Brenda Villasano, bvillasano@esc1.net; Patty Gomez, pagomez@esc1.net

Bilingual/ESL/BTLPT TExES Preparation

- ESL TExES (154) Preparation Session
  This training focuses on the TExES English as a Second Language Supplemental (154) exam. The session is designed to provide the participants with an overview of the test, including the targeted domains and competencies, the test format, and sample questions.

- Bilingual TExES (164) Preparation Session
  This training focuses on the TExES Bilingual (164) exam. The session is designed to provide the participants with an overview of the test, including the targeted domains and competencies, the test format, and sample questions.

- BTLPT (190) Preparation Session/Academy
  These informative sessions will provide an intensive overview on the TExES BTLPT (190) and multiple opportunities to practice listening, speaking, reading and writing in Spanish for those interested in taking and passing the BTLPT Exam. Participants will be able to gain valuable knowledge aligned to the TExES domains, competencies, standards, and test format.

Contact: Cuahutémoc Paz, cpaz@esc1.net

LPAC Folder Reviews/Program Audit
Our staff is ready to support your district and schools in the implementation of the Emergent Bilingual programming by helping you stay in compliance with the applicable state policies and guidelines. We can provide the necessary technical assistance to ensure

the effective implementation and documentation of selected Bilingual/ESL program models.
Contact: Cuahutémoc Paz, cpaz@esc1.net

Building Understanding in Literacy Development (BUILD) Cohort
This cohort is designed for early childhood educators for the purpose of engaging in collaborative learning experiences. The sessions will focus on laying a solid literacy foundation in the early grades. Participants will meet once a month for five sessions to engage in hand-on learning and collaborating in topics that include creating high-quality early childhood settings and building strong literacy skills in language development, reading, writing, and math.
Contact: Brenda Villasano, bvillasano@esc1.net

Building Understanding Through Read-Alouds
Never underestimate the power of the "read-aloud." For very young readers, reading comprehension and listening comprehension are synonymous. Early childhood teachers use read-alouds to prepare students to attend to, respond to, and make meaning of texts that they read. In this session, participants will learn the key elements of read-alouds and strategies that build comprehension for whole-group and small-group settings.
Contact: Brenda Villasano, bvillasano@esc1.net

CIRCLE Pre-K Foundations
CIRCLE Pre-K Foundations is a two-day program that provides early childhood teachers of 3-5-year-old children with an overview of early language and literacy development in young children, and how teachers can use information in the training in their classrooms. CIRCLE is a face to face training by certified trainers. The training is based on the most recent scientific research and meets the needs of adult learners. These sessions are interactive and provide fun hands-on activities. Upon return to classrooms, participants have a deeper understanding of early literacy development and a wealth of ideas for implementation.
Contact: Brenda Villasano, bvillasano@esc1.net

Coaching and Mentoring Academy
Mentoring is a different skill than teaching and is the crucial element in a comprehensive induction program. This four-day academy provides mentors the content, process, and context for creating a system of support to assist beginning Teachers. Region One Education Service Center is a TEA Mentor Program Allotment (MPA) approved provider. Districts that partner with TEA's MPA program must complete a research-based mentor training program approved by the Commissioner.
Contact: Liana Lopez, limartinez@esc1.net

Cultivating Young Writers
Learning about the writing process and conventions are foundational skills necessary to succeed in developing their literacy skills. Participants will learn about the progressions of writing, the different stages of writing, how writing is connected to language and reading, along with research-based strategies that can be used in the classroom to foster a love for writing. In this session, participants will have the opportunity to work on hands-on activities that target writing skills and can be easily transferred into their classroom practices.
Contact: Brenda Villasano, bvillasano@esc1.net

Curriculum Collaborative
The curriculum collaborative is designed to engage small school systems and instructional leaders through strategic planning and professional learning that includes best practices in teaching and learning. It includes four days of professional learning and two days of on-site customized planning in the areas of curriculum, instruction, and assessment.
Contact: Kelly VanHee, kkvanhee@esc1.net

Early Childhood Administrators Academy
In this two-day academy, district and campus early childhood leaders will engage in a deep understanding of early childhood programs. Topics included in the sessions include:

- A Day in an Early Childhood Classroom
- Planful, Purposeful, Playful Lessons and Instructional Practices
- Early Childhood Assessments and Progress Monitoring
- Coaching Early Childhood Teachers: Observations and Feedback

Contact: Brenda Villasano, bvillasano@esc1.net

Early Childhood Leadership Meetings
The purpose of these meetings is to disseminate

information provided by the Texas Education Agency to district early childhood coordinators/directors. These meetings provide opportunities for participants to learn about statewide initiatives, discuss current research, and learn about best practices being implemented in early childhood programs throughout our region.
Contact: Brenda Villasano, bvillasano@esc1.net

Emergent Bilingual Leadership Academy
Instructional leaders must develop a deep understanding of EB issues in order to ensure the academic, linguistic and affective success of this growing population. The EB Leadership Academy is designed as a transformational series of activities and experiences to empower district and campus leaders in closing achievement and equity gaps. During this 6-day academy, leaders will explore and analyze a variety of topics, including: second language acquisition; the TELPAS-ELPS Connection; Assessment decision-making and its impact on instruction; EB data analysis, state/federal accountability; sheltered instruction; EB GT and EB with Special Needs; among others.
Contact: Cuahutémoc Paz, cpaz@esc1.net

Emergent Bilingual Instructional Academy
In this 3-Day Academy, teachers will participate in engaging activities to better understand the following concepts: Second Language Acquisition Theory and Practice; LPAC responsibilities for the classroom teacher; using TELPAS to drive instruction; ELPS Language Development tools; making content comprehensible through Sheltered Instruction.
Contact: Cuahutémoc Paz, cpaz@esc1.net

Engaging Students in Deeper Thinking about Texts
In this session, participants will explore effective instructional practices and strategies to increase students' interaction with complex texts and to extend their thinking beyond a superficial understanding of texts. Additionally, participants will collaborate with other educators to plan instruction integrating routines and strategies discussed during the session. Grades 6-12.
Contact: Eunice Garza, egarza@esc1.net

Institutos para familias de estudiantes bilingües
Monthly or one-time sessions for bilingual families to receive ideas and suggestions to help support their children's education at home, as required by Title III, Part A.
Contact: Cuahutémoc Paz, cpaz@esc1.net

Gifted and Talented/Advanced Academics
Full scope of required gifted and talented professional development for Administrators, Teachers, and Counselors. Teacher workshops include the 30 hours of initial Gifted and Talented training and the annual 6-hour updates. Administrator and Counselor professional development includes Nature and Needs, Program Options and Social and Emotional Needs. Parent workshops are available upon request. Student seminars and/or the Youth Empowerment Summit are available on a yearly basis. The two newest additions to this lineup include the New School Board Member Trainer of Trainers and the Gifted and Talented Leadership Academy which is intended to help new G/T Coordinators who want to move towards an exemplary gifted program.
Contact: Patricia S. Rendon, prendon@esc1.net

Gramática básica y ortografía
This session will provide an overview of the basic Spanish grammar and spelling elements to support instruction. It will be based on the SLAR student expectations for 1st-5th grade. Session will be delivered in Spanish.
Contact: Cuahutemoc Paz, cpaz@esc1.net

Let's Talk! Building Strong Language and Communication Skills
Participants will engage in strategies to develop students' language and communication skills in an early childhood setting. Research shows that language and communication skills are critical to later reading development as they lay a strong foundation for reading comprehension and writing skills.
Contact: Brenda Villasano, bvillasano@esc1.net

Levels of Learning: Teaching for Transfer
How do we progress students to the highest levels of learning? In this session, participants will understand and apply the progression of learning from surface to transfer by unpacking standards from the English Language Arts and Reading TEKS and aligning content and skills to the corresponding levels of learning with sequenced learning objectives and instructional

activities. Available by grade band: K-2, 3-5, 6-8, 9-12.
Contact: Eunice Garza, egarza@esc1.net

Literacy Strategies Across the Curriculum
This session offers participants the opportunity to define literacy and place it within the context of their own instruction by examine the role it plays across disciplines; in doing so, teachers will also practice effective strategies for building vocabulary, activating prior knowledge, engaging with and understanding complex texts, and writing in response to text or learning. Grades 6-12.
Contact: Eunice Garza, egarza@esc1.net

LPAC Beginning, Middle and End-of-Year Training of Trainers
These trainings focus on the Language Proficiency Assessment Committee requirements, required composition of the LPAC, student identification procedures, assessment decision making process, and end of year procedures.
Contact: Cuahutemoc Paz, cpaz@esc1.net

LPAC Beginning, Middle and End-of-Year for NEW LPAC Members
These interactive training sessions focus on the Language Proficiency Assessment Committee requirements, required composition of the LPAC, student identification procedures, assessment decision making process, and end of year procedures. Participants will have multiple opportunities to reflect on their learning, interact with each other, and internalize the purpose of the LPAC framework.
Contact: Cuahutemoc Paz, cpaz@esc1.net

Making Comprehension Visible Through Writing - Extended Constructed Response
Participants will explore STAAR rubrics for extended constructed response and gain understanding of the literacy demands students must meet to create a successful written response to reading. In this session, teachers will also examine effective instructional strategies to support student comprehension and evidence-based writing. Available by grade band: 3-5, 6-8, 9-12.
Contact: Eunice Garza, egarza@esc1.net

Making Writing Work: Revising for Structure and Style
Let's generate discussion about writing! In particular, revising for structure and style (or the bones and the flair). In this session, we will discover elements and activities that provide a sound basis for focus, form, framing, cohesion, clarity, and voice. Grades 9-12.
Contact: Eunice Garza, egarza@esc1.net

Network of Excellence: Teach South Texas
TeachSTX Network of Excellence is designed to develop a strong network of professionals engaged in ongoing professional learning and reflective spaces for teachers in South Texas. TeachSTX participants will have access to ongoing professional learning sessions and professional learning communities taking place during the 2023-2024 school year. Areas of focus are aligned to refining and enhancing strong instructional practices that revolutionize the modern classroom. As members of this community of practice, Teachers will have access to ongoing professional learning sessions and professional learning communities taking place during the 2023-2024 school year.

- Network of Excellence Launch
- Planning for Effective Instruction: Leveraging T-TESS to Enhance Instruction (Domain II)
- Planning for Effective Instruction: Leveraging T-TESS to Enhance Instruction (Domain III)
- Deconstructing the TEKS for effective lessons and assessments
- Progress Monitoring Student Growth for Purposeful Planning
- Network of Excellence End of Year Summit
- Additional Offering: Refining the Student Learning Objectives Process for Student Success

Contact: Magdalena Guzman, mguzman@esc1.net

New Teacher Support Academy
The five day academy provides full support for new teachers that includes focus, practice, and feedback to ensure they acquire the foundational essential skills to become an effective classroom teacher. The academy address topics that include: working with parents and families, effective classroom management, learning and the learner and professionalism and ethics.
Contact: Liana Lopez, limartinez@esc1.net

Instructional Coaching
Job-embedded professional development and coaching for Leaders and Teachers to improve

professional practice and increase student achievement (general education, special education, bilingual/ESL, and advanced academics).
Contact(s): Kelly VanHee, kkvanhee@esc1.net; Dr. Darlene Rogers, drogers@esc1.net, Anabel Rangel, arangel@esc1.net

Observation Calibration Strategic Planning
This training is designed to assist school systems develop and strengthen their teacher observation calibration process. Over a period of pre-determined visits participants will be provided with practical observation calibration tools to support with the development of the calibration timeline, review and analysis of teacher observation data with a focus on individual T-TESS domains, and engage in multiple opportunities to strengthen calibration within your school system.
Contact: Magdalena Guzman, mguzman@esc1.net

Odell High School Literacy Program Internalization for Grades 9-12
Odell High School Literacy program provides instructional units aligned to the TEKS and grounded in research-based instructional strategies. All units are rooted in grade- level, complex texts with a strong focus on questioning, evidence-based writing, and inquiry. Join us at Region One ESC as we delve into the program design (as needed), internalize the unit overview and culminating task, and utilize time for planning instruction.
Contact: Eunice Garza. egarza@esc1.net, Patty Gomez, pagomez@esc1.net

Off to a Good Start: High-Quality Early Childhood Classrooms
Participants will review the essential components for creating an early childhood environment conducive to learning. Topics covered in this session: high-quality settings with a focus on literacy (reading/writing), classroom setup, learning centers, classroom management, and supportive and responsive Interactions between students and educators.
Contact: Brenda Villasano, bvillasano@esc1.net

Professional Learning Communities Administrator Academy
A multi-day academy for Administrators will focus on identifying effective practices of PLCS and prepare PLC teams in planning for and guiding effective implementation of PLCs to support learner outcomes. Session is designed to include critical components and protocols for effective results-driven PLC meetings.
Contact: Magdalena Guzman, mguzman@esc1.net;

Promoting Literacy in Reading Language Arts and Social Studies
Participants will engage in a collaboration between the two disciplines to better prepare students for STAAR and End of Course Assessments. Topics include Teaching for Transfer of Learning, Integrating Cross-Curricular Passages, and Strategies for Response to Text and Student Writing. Available for grades 6 - 12.
Contact: Eunice Garza, egarza@esc1.net, Liana Lopez, limartinez@esc1.net

Reading Language Arts Instructional Coaching Academy Grades 3-12
In this workshop series, instructional coaches, specialists, and strategists will explore how to increase their district or campus RLA team's collective efficacy through job-embedded professional development and instructional coaching. During three days of face-to-face learning, we will define the role of the RLA coach, take a deep dive into research-based, high-leverage instructional practices, and practice how to effectively coach new and experienced teachers through classroom observation and feedback. During 2 half-day on-site implementation visits, coaches will receive real-time feedback to continuously developing their coaching skills
Contact: Eunice Garza, egarza@esc1.net

RLA and Math Research-Based Instructional Strategies (RBIS)
RBIS are a set of research-based practices that highlight misconceptions that are most common in the field. They cover topics that sometimes require conceptual or philosophical changes to how we approach instruction and form a set of practices that are supported by research and should be present in classrooms, regardless of instructional materials. These strategies are based in the science of how students best learn math and reading in K-12 classrooms. The RBIS also demonstrates why High Quality Instructional Materials are important and what is required to implement those materials well.
Contact: Eunice Garza, egarza@esc1.net; Brenda Villasano, bvillasano@esc1.net, & Ramon Guzman, rguzman@esc1.net

RLA Series of Fortunate Events: A Framework for Integrating Reading and Writing (Session One)
Effective writing is a highly complex activity that is difficult to teach and to learn. The Region One ESC Series of Fortunate Events for RLA teachers is a great way to explore various key components of high-quality writing along with effective instructional strategies that align to the demands of the TEKS and STAAR assessment. Session One - Talk to Text: Processing Ideas From Thinking to Writing. Available by grade band: elementary and secondary.
Contact: Eunice Garza, egarza@esc1.net, Dr. Darlene Rogers, drogers@esc1.net, Anabel Rangel, arangel@esc1.net

RLA Series of Fortunate Events: A Framework for Integrating Reading and Writing (Session Two)
Effective writing is a highly complex activity that is difficult to teach and to learn. The Region One ESC Series of Fortunate Events for RLA teachers is a great way to explore various key components of high-quality writing along with effective instructional strategies that align to the demands of the TEKS and STAAR assessment. Session Two - Evidenced Based Writing: The What & How for Constructing Responses to Text. Available by grade band: elementary and secondary.
Contact: Eunice Garza, egarza@esc1.net, Dr. Darlene Rogers, drogers@esc1.net, Anabel Rangel, arangel@esc1.net

RLA Series of Fortunate Events: A Framework for Integrating Reading and Writing (Session Three)
Effective writing is a highly complex activity that is difficult to teach and to learn. The Region One ESC Series of Fortunate Events for RLA teachers is a great way to explore various key components of high-quality writing along with effective instructional strategies that align to the demands of the TEKS and STAAR assessment. Session Three - Refining the Structure of Writing: Building Sentence to Paragraph to Whole Text Coherence, and 4) Writing on Demand: Maximizing Instructional Practices to Improve Student Outcomes. Available by grade band: elementary and secondary.
Contact: Eunice Garza, egarza@esc1.net, Dr. Darlene Rogers, drogers@esc1.net, Anabel Rangel, arangel@esc1.net

RLA Series of Fortunate Events: A Framework for Integrating Reading and Writing (Session Four)
Effective writing is a highly complex activity that is difficult to teach and to learn. The Region One ESC Series of Fortunate Events for RLA teachers is a great way to explore various key components of high-quality writing along with effective instructional strategies that align to the demands of the TEKS and STAAR assessment. Session Four - Writing on Demand: Maximizing Instructional Practices to Improve Student Outcomes. Available by grade band: elementary and secondary.
Contact: Eunice Garza, egarza@esc1.net, Dr. Darlene Rogers, drogers@esc1.net, Anabel Rangel, arangel@esc1.net.

SEE-ONE Data Management System
The System for Educator Effectiveness (SEE-One) is a web application that manages the student learning objectives.
SEE-One/SLO application supports:
- Multiple Student Growth Data Collections
- Options for Proficiency Ratings
- Body of Evidence Collections
- Phase 1, 2, and 3 of the Texas SLO Process
- Approval and Revision Submissions
- Electronic Signatures
- Conference and Feedback Support
- Appraiser and Teacher Collaboration
- Progress Monitoring for Appraiser & Teachers
- Teacher At-A Glance Views for Appraiser
- Student At-A-Glance Views for Teachers

Contact: Magdalena Guzman, mguzman@esc1.net

Sheltered Instruction Observation Protocol (SIOP)
In this 2-day session, teachers and administrators will learn about the 8 components and 30 features of the SIOP Model: Lesson Preparation, Building Background, Comprehensible Input, Strategies, Interaction, Practice and Application, Lesson Delivery, and Assessment. All participants must have the book "Making Content Comprehensible" to attend this session.
Contact: Cuahutemoc Paz, cpaz@esc1.net

Sheltered Instruction Strategies
This session will address the characteristics of sheltered instruction, research in second-language acquisition, needs of Emergent Bilingual students, and instructional strategies to deliver comprehensible

instruction, including content and language objectives, randomization techniques, total response signals, vocabulary development, structured reading and writing techniques, and structured conversations, among others.
Contact: Cuahutemoc Paz, cpaz@esc1.net

Strong Foundations HQIM Implementation
The Strong Foundations Implementation Training Series supports LEAs who are ready to implement high-quality curriculum in the school year 2023-24. The scope of work consists of the development of a HQIM Implementation Plan, adoption supports, stakeholder engagement support, and a professional learning series that guides LEAs through critical components and key considerations for effective implementation.
Contact: Patricia Gomez, pagomez@esc1.net

Strong Foundations Planning
The Strong Foundations Planning Training Series provides support to LEAs ready to commit to a planning year in the school year 2023-24 to develop a strong instructional framework in math or literacy. The training supports and guides creating systems to effectively manage instruction at the district level.
Contact: Patricia Gomez, pagomez@esc1.net

Student Growth - Student Learning Objectives Administrator Academy
The SLO process represents a continuous cycle of improvement embodied in strong teaching practice. This two-day academy for administrators who will focus on reviewing, approving, progress monitoring, and coaching teachers through the SLO process.
Contact: Magdalena Guzman, mguzman@esc1.net

Student Growth - Student Learning Objectives Teacher Academy
The SLO process represents a continuous cycle of improvement embodied in strong teaching practice. Teachers will use SLOs to design strategies to meet their goals for student success.
Teachers will participate in a three-phase process that includes how to create student learning objectives, monitor progress to drive instruction (body of evidence) and evaluate student success.
Contact: Magdalena Guzman, mguzman@esc1.net

Supporting Language Development in Early Childhood Classrooms
Research shows a strong link between a child's language development and his or her literacy development. How can teachers leverage this opportunity in the classroom? This session focuses on the importance of language development and how it supports phonological skills, syntax, morphological skills, pragmatics, and vocabulary..
Contact: Brenda Villasano, bvillasano@esc1.net

Teaching Strategies (PK) Planning & Internalization
Participants meet every six weeks for a full hand-on experience in planning and internalizing the units of studies used for the implementation of the Teaching Strategies curriculum. Participants receive an in-depth overview of the upcoming unit of study along with strategic planning for the implementation of the unit. Throughout the sessions, participants have the opportunity to collaborate with other LEAs and practice lessons from the curriculum.
Contact: Brenda Villasano, bvillasano@esc1.net; Patty Gomez, pagomez@esc1.net

TEKS Resource System (TEKS RS)
The TEKS Resource System (TEKS RS) content includes curriculum components for K-12 Mathematics, Science, Social Studies and Reading Language Arts, unit assessments and content area resources aligned to the most current version of the State Board of Education-adopted Texas Essential Knowledge and Skills. Spanish translated versions of Mathematics, Science and Social Studies for K-5 and Spanish Language Arts for K-6 are also available.
Contact: Liana Lopez, limartinez@esc1.net

Texas Curriculum Resources (TCR)
TCR consists of curriculum documents designed to help Texas educators best utilize the Open Education Resources (OER) that are available through the TEA. TCR offers a suite of mathematics documents which includes a Year-at-Glance, TEKS Verification Document, Instructional Focus Documents and Vertical Alignment Documents. These documents are formatted similarly to TEKS Resource System documents and incorporate high-quality instructional materials for LEA adoption.
Contact: Liana Lopez, limartinez@esc1.net

TELPAS Academy: Accelerating EB Progress through Cognitive and Linguistic Scaffolding Strategies
A four-day academy for Teachers of Emergent Bilingual Learners to engage in dynamic, hands-on, professional learning experiences to enhance their understanding of the TELPAS Proficiency Level Descriptors and how to implement technology tools and innovative practices in their classrooms to increase academic language proficiency.
Contact: Cuahutémoc Paz, cpaz@esc1.net

Texas COVID Learning Acceleration Supports initiative (TCLAS)
Supports equitable access to high-quality instructional materials and effective educators for all children by increasing knowledge, improving practice, reducing instructional variability, and increasing collective efficacy through collaborative partnerships to ensure fidelity of implementation of high-quality instructional materials.

- Train member school systems to become Academic Diagnostics Reviewers to support the Accelerated Learning Framework.
- Job-embedded supports with data analysis, diagnosing unfinished learning, effective implementation of High-Quality Instructional Materials (HQIM) and Research-Based Instructional Strategies (RBIS).

Contact: Patty Gomez, pagomez@esc1.net

Texas Home Learning
An optional, aligned suite of resources for Texas Educators in this new learning environment. Texas Home Learning helps Texas Educators use high quality instructional materials. Implementation and Professional Development Support for CORE (math, science, RLA, and social studies) and Supplemental TEA THL Products.
Contact: Ramon Guzman, rguzman@esc1.net

Texas Instructional Leadership (TIL)
A TEA state initiative and Vetted Improvement Program (VIP) that provides training and support to campus and district leaders on their ability to build the capacity of educators through a distributed leadership and transformational model. It consists of a suite of training intended to foster continuous improvement by helping campus and district administrators grow concrete instructional leadership skills. The framework for learning is based on three pillars of support to districts/campuses through a Professional Development Series, Implementation on-going support, and continuous cycles of coaching for administrators and campus leaders. TIL cohorts engage in the Region One ESC Powerful Alliances through Texas Instructional Leadership (PACT) Network to build a community of transformational leaders. TIL Modules include:

- Observation and Feedback (OF) Coaching
- Lesson Alignment (LA)
- Formative Assessment (FA)
- Data Driven Instruction (DDI)
- School Wilde Culture Routines (SCR)
- Materials and Internalization and Alignment (MIA) coming soon

Contact: Catalina Requenez, crequenez@esc1.net

Texas Instructional Leadership (TIL) PLUS
Texas Instructional Leadership PLUS includes additional training components beyond the face to face professional development. It is tailored to ensure new leadership skills are practiced, developed, and applied successfully to create sustainability and impact student success:

- Leadership Coaching Demonstrations or Model Sessions
- Principal Practice Labs
- Instructional Practice Labs
- Leadership Skill Building Sessions
- Instructional Skill Build Sessions
- Get Better Faster Leadership Academy
- Get Better Faster Instructional Academy
- Teach Like a Champion Leadership Academies
- Teach Like a Champion Instructional Academies

Contact: Catalina Requenez, crequenez@esc1.net

Teacher Incentive Allotment
A TEA approved provider for the Teacher Incentive Allotment (TIA) we provide top Teachers the ability to earn six-figure salaries and help attract and retain highly effective Teachers at traditionally hard-to-staff schools. Region One ESC assists districts in the design and implementation of a Strategic Compensation System for the Teacher Incentive Allotment (TIA) and provides guidance on stakeholder engagement processes, teacher designation systems, and various student growth measures (SLOs, VAM, Pre/Post Test, etc.), human capital management, and data systems.
Contact: Magdalena Guzman, mguzman@esc1.net

Texas Mathematics Academy
A three-day hands-on academy designed to impact math Teachers from grades K-3. The focus of the academies is to address whole number operations and fraction concepts to improve participants' knowledge of mathematics' concepts and processes.
Contact: Ramon Guzman, rguzman@esc1.net

Texas Prekindergarten Guidelines (PK3 & PK4)
This session is intended for early childhood educators and administrators. The session delineates the skills and end of the year outcomes that students are to achieve in prekindergarten, as well as research-based instructional strategies for early childhood teachers. It provides a means to align high-quality prekindergarten programs with Kindergarten Readiness.
Contact: Brenda Villasano, bvillasano@esc1.net

Texas Reading Academy (RA)
A Texas legislative mandate for all K-3 Teachers and Administrators to participate and successfully complete the reading academy through a blended, comprehensive, or local implementation model.
Contact: Eunice Garza, egarza@esc1.net

Thinking Maps: A Language for Learning Training
Thinking Maps are consistent visual patterns linked directly to eight specific thought processes. Participants will gain an in-depth understanding of how visualizing their thinking will create concrete images of abstract thoughts; thus, when utilized in the classroom will help students reach higher levels of critical and creative thinking. Each participant must have a Thinking Maps: Language for Learning binder to participate in this session.
Contact: Cuahutémoc Paz, cpaz@esc1.net

T-TESS- Leveraging T-TESS to Enhance Instruction
Participants will engage in leveraging the T-TESS Rubric for instruction as they plan for engaging high-quality lessons to support effective instruction. We will focus on strengthening instruction and improving student outcomes. This session is intended to support teachers in observational outcomes and instructional refinements.

Under the Umbrella of Phonological Awareness
Phonological awareness provides students with foundational skills necessary to succeed in developing their literacy skills. Participants will have the opportunity to learn how students develop these skills over time. Also, they will be given time to practice phonological awareness activities that engage young learners in developing early literacy skills.
Contact: Brenda Villasano, bvillasano@esc1.net

Writing in Response to Challenging Texts
In this session, participants will explore instructional practices and strategies to support students in crafting written responses to complex texts that demonstrate their depth of understanding. Additionally, participants will collaborate with other educators to plan instruction integrating routines and strategies discussed during the session. Grades 6-12.
Contact: Eunice Garza, egarza@esc1.net

Writing: Moving Through the Composing and Writing Process
This session will provide an overview of how to guide students through the writing of a multi-paragraph essay from prewriting strategies, to paragraphing, to revision. Structure and form will be emphasized to produce a successful composition with a controlling idea/thesis/claim, supporting details, attention to critical thinking and reasoning, as well as the use of evidentiary evidence. Grades 9-12.
Contact: Eunice Garza, egarza@esc1.net

Writing: Merging Description and Narration
Writing a personal narrative or memoir is more than simply writing about a life event—it requires the study of form and structure. In this session, participants will understand how merging description and narration creates a dominant impression built by sensory details that showcase a writer's arc of self and engages the audience with an authentic voice. Grades 9-12.
Contact: Eunice Garza, egarza@esc1.net

Writing: The College Admissions Essay
When g a personal essay or statement for college admissions, authenticity is key. Students must present themselves as thoughtful and offer insight to who they are as individuals. The topic is merely a lens, but words and voice reveal the writer and a unique individual that differentiates one candidate from another. Grades 11-12.
Contact: Eunice Garza, egarza@esc1.net

SCHOOL IMPROVEMENT, ACCOUNTABILITY, AND COMPLIANCE

Contact: Tammie L. Garcia, tgarcia@esc1.net

Effective Schools & State Improvement Initiatives
The Center for Excellence in School Turnaround is operated from within the Office of School Improvement, Accountability, and Compliance. It is one of the pillars of the Region One ESC Centers for Excellence. The Centers for Excellence offers and implements innovative services to improve student performance, increase effectiveness and economy, and implement state initiatives. The support services available from the Center for Excellence in School Turnaround are built on foundations of collaboration, analysis of multiple measures of evidence, and insistence on high quality.
Contact: Rosey Guerra, rosguerra@esc1.net

Transformational Leadership Academy
This academy is for Principals and Assistant Principals with the goal of developing leaders and transforming schools. Through learning strategies and protocols, participants develop practical, action-focused planning for diagnosing school needs and implementing structures, systems and practices that accelerate student achievement. This helps prepare our next generation of Principals and District Leaders to improve student outcomes.

Accountability Overview Training
This one-day review session provides opportunities for learning and engaged participation with the A-F Accountability System. Participants walk away from this session with a greater understanding of the A-F Domain Framework and how schools will be measured in preparation for the accountability ratings release.

Boss vs Leader
In this half-day session, participants learn about and practice behaviors that define Leaders who can create buy-in, encourage group effort, provide effective, outcomes-driven feedback, and assign tasks with socio-emotional considerations at the forefront of their thinking.

The Power of Mission
This training is for campus teams who are wanting to revise/revisit or begin the process of creating their school's mission and vision. Positive school culture requires a compelling and aligned vision and mission. Staff members are able to share a common understanding of the mission and values in practice and explain how they are present in the daily life of the school.

Data Analysis & Corrective Planning
Anchoring on the research of Transformational Leadership and Effective Schools Frameworks, campus Leaders will make the connection between interim assessment data and instructional improvement. Participants disaggregate data, analyze distractors and misconceptions, and learn effective strategies for leading Teacher teams in a system for corrective instruction using detailed action plans.

Culture as the Primary Driver for Student Achievement
Culture as the Primary Driver for Student Achievement is for campus leadership teams. Participants engage with the best practices found within the Transformational Leadership Framework, conduct a self-assessment to determine strengths and gaps in the area of school culture, and learn best practices to help strengthen a positive school culture. Topics include: Support Adult-Student Relationships, Social-Emotional Learning Skills & Supports, Creating a System for Behavioral Expectations, Student Voice, and Family and Community Engagement.

Effective Schools Framework Institute
A leadership institute to empower campus and district Leaders with an understanding of the Effective Schools Framework key practices, success criteria, and what those look like in action. School Leaders leave with an understanding of how to implement key practices of identified Prioritized Levers to close instructional gaps, improve organizational practices, and provide for sustainable change.

Effective Schools Framework (ESF) Diagnostic
The ESF Diagnostic process identifies strengths and areas of focus to aid in moving campuses towards transformation. The ESF Diagnostic process supports campuses in taking a deep and objective look at current campus practices with ample evidence to identify long-term, sustainable focus areas for improvement.

MIGRANT EDUCATION PROGRAM

Contact: Martha Hinojosa, mhinojosa@esc1.net

The Migrant Education Program (MEP) supports school systems in ensuring quality education programs for migratory children are provided. The MEP helps ensure that migratory children who move among the states are not penalized in any manner by disparities among states in curriculum, graduation requirements, or state academic content and student academic achievement standards. Our program delivers direct support to Parents, Teachers, and Administrators for public/non-public districts and charter districts. MEP offers staff development, training, and technical assistance to schools participating in an approved Texas Migrant Program.

ID&R Recruitment
Region One ESC MEP staff serve as Recruiters for the district, develop and disseminate Family Surveys, collect Surveys and review responses, contact Parents to ask preliminary questions, schedule and conduct interviews, complete Certificates of Eligibility, request access to Student Information System or student records, and follow-up with Parents to confirm eligibility documentation.

ID&R Action Plan
The Region One ESC MEP staff coordinates with district contact to identify current activities for recruitment, develop a recruitment plan that meets the state requirements and provide a copy to the district.

ID&R Reviewer
The Region One ESC MEP staff conducts a review of all Certificates of Eligibility for accuracy, updates data based on the ID&R Manual, signs to confirm eligibility, coordinates with the district contact, and provides COE copies to the district.

Texas New Generation Systems (TX-NGS) Data Entry
Coordinates with District Contact, requests data entry items, enters on TX-NGS, provides reports for PEIMS reporting and service delivery, and a detailed description of data management activities are provided.

Texas Service Delivery - Master List of Services
The Region One ESC MEP staff coordinates with district contacts to identify local services that meet the Texas Service Delivery Plan, develops the Master List of Services, and provides a Master List of Services to the district to incorporate in the district improvement plan.

Priority for Service (PFS) - Action Plan
Coordinates with the school system contacts to identify local services into the Texas PFS template, utilizes Master List of Services to incorporate and complete the PFS Action Plan, and provides PFS Action Plan to school systems to incorporate in the district improvement plan.

Continuous Improvement Cycle - Local Needs Assessment (LNA)
Coordinates with the school system contact, develops and administers three online Surveys, retrieves Survey Results, creates Profile based on TX-NGS and other data reports, completes LNA Strategy Implementation Plan (Tool 3-1), completes LNA Action Plan (Tool 3-2), updates Master List of Services, and compiles data to develop LNA District Portfolio.

Continuous Improvement Cycle - Program Evaluation
The Region One ESC MEP staff coordinates with the district contact, administers surveys, gathers data for and completes Measurable Program Forms, gathers data and completes Fidelity of Strategy

Implementation Tool, and compiles data to develop Program Evaluation Portfolio.

Migrant Services Coordination - Early Childhood Hands-On Training
Provides customized, age-appropriate, developmental hands-on activities for Parents to support their children's learning and prepare them for school.

Migrant Services Coordination - Migrant Parental Engagement Training
Customized strategies to promote Parent and Family engagement and positive communication.

Customized Migrant Professional Development Training
Customized professional development in the areas of Identification and Recruitment (ID&R), TX-NGS, or Migrant Services Coordination for Project Districts.

SPECIAL EDUCATION PROGRAM

Contact: Dr. Carolina Campos, ccampos@esc1.net

Professional Development and Technical Support Overview
Region One Education Service Center's Division of Instructional Leadership, School Improvement and College Readiness provides high-quality customized professional learning and technical support. Strong models of learning are supported by professional development standards, grounded in leading research, and strengthened by the utilization of high-yield instructional strategies that promote increased academic performance for all students.

Leading Research
The primary goal in providing professional development and technical support is to build Educational Leader and Teacher capacity and refine Educator practice to ensure that all students have equitable access to highly effective Teachers. Through a strategic planning process, systems engage in professional learning to increase instructional consistency and reduce Teacher variability within a system. As collaborative partners, Region One ESC supports local education agencies as they implement key findings of quality professional development represented in Professional Learning in the Learning Profession: A Status Report on Teacher Development in the United States and Abroad from the former National Staff Development Council (now Learning Forward) in 2009.

Impact of School Leaders
The profession of educational leadership has changed significantly. The understanding that leaders make a difference in the academic achievement of students is evident in the leading research.
Strong leaders:

- Influence student achievement by creating challenging and supportive conditions conducive to learning
- Develop and support teachers
- Create positive working conditions
- Effectively allocate resources

Special Education Program Review
The Program Review process supports district level continuous improvement efforts in the area of Special Education. The process includes professional development, interviews of multi-disciplinary educator teams, representatives of the school district, classroom observations of select students with disabilities, review of eligibility folders, provider service logs, and local policies and procedures. A written report that describes program highlights and identified trends from the Program Review are shared with the district. Program Reviews are completed by a team of ESC staff members and require on-site visits and classroom walk-throughs.
Contact: Dr. Carolina Campos, ccampos@esc1.net

On-site Training
The Region One ESC Special Education Program provides on-site customized support to meet the needs of the local education agency.
Contact: Dr. Carolina Campos, ccampos@esc1.net

Access to the General Curriculum
Educators and Administrators receive support that includes on-site and virtual training, guidance, and technical assistance and information sharing about resources to help all children be successful in the general education curriculum. Information about assessment and other support agencies is also provided.
Contact: Diana Saenz, dsaenz@esc1.net

Assistive Technology
Region One ESC provides Assistive Technology Services through the Special Education Department. The Assistive Technology program provides workshops and technical support which enables students with disabilities to access the curriculum, increase independence and participate actively in education and life activities.
Contact: Vanesa Villagran, vvillagran@esc1.net

Autism
This program provides access to highly skilled professionals in support of school system efforts to ensure the highest levels of quality education is accessible to all gifted students. Our mission is to promote and achieve educational excellence by providing quality professional development that leads to the development of innovative products and performances as part of Special Education Program Services. We collaboratively develop customized training and support solutions with Region One area school systems.
Contact: Alibert Pena, alpena@esc1.net

Behavior
The Region One ESC Special Education Program offers professional development in the areas of discipline and behavior that is designed to give Educators the knowledge and skills to assess behavior, apply appropriate interventions, and promote positive behavior supports. Our staff offers customized training and technical assistance including on-site support and Teacher consultation in specific areas such as classroom management, behavior intervention plans, data collection, program development, and crisis intervention procedures. Certified trainers are available to support the work of professionals who work with challenging or potentially violent individuals by providing a relevant, practical behavior management program.
Contact: Claudia Garcia, cgarcia@esc1.net

Deaf or Hard of Hearing
The Region One Special Education Program provides basics of hearing loss and the potential impact that hearing loss has on language development and academic success. A basic understanding of types and degrees of hearing loss and Hearing Assistive Technology (HAT) are available. Supports provide a better understanding of the relationship between classroom Teacher, deaf education Teacher, Interpreter, and the student, and identify accommodations appropriate for students who are deaf and hard of hearing.
Contact: Josie Reyes, joreyes@esc1.net

Early Childhood Special Education
The Services for Students with Disabilities ages 3-5 component in the Special Education Program provides an array of services for educators that serve students with disabilities in this age group. Services are available to all public and private schools.
Contact: Jennifer Pesina, jpesina@esc1.net

Evaluation
Professional development is provided for assessment personnel on legal updates, compliance requirements, best practice for student services, and assessment issues in special education. Emphasis is placed on bilingual assessment, an integrative assessment approach, and general appropriate evaluation practices. Authors and publishers of the testing instruments and evaluation literature present sessions that provide understanding of the proper use and interpretation of the instruments as well as training on competent practices in evaluation. Technical assistance and training is also available for evaluation personnel to ensure compliance with the law as it relates to evaluation. Initiatives include the Legal Framework, the Licensed Specialist in School Psychology (LSSP) Academies, and specialized training on the Integrative Approach to Evaluation.
Contact: Rosie Nava, rnava@esc1.net

Multi-Tiered Systems of Support
MTSS is a guiding framework for school and district leaders, as well as educators to remove academic, behavior and social-emotional barriers to learning.

MTSS uses evidence-based practices to support the whole child along a tiered continuum and allows school personnel to make decisions for targeted and intensive intervention based on data. Region One Education Service Center is committed to supporting area school systems in their MTSS implementation efforts.
Contact: Denise Anaya, danaya@esc1.net

Parent Coordination
Parent Coordination is committed to ensuring parents of students with disabilities receive accurate and timely information to assist them in making informed choices in their child's education. Information regarding the procedural safeguards, ARD Guide, ARD Decision Making Manual and other resources key to parent participation are provided via technical assistance and staff development. Through collaboration with the Statewide Parent Coordination Network, the Region One ESC Special Education Program works closely with school districts for collection of the Texas Survey of Parents of Students Receiving Special Education Services as part of the State Performance Plan Indicator 8-Parent Participation. Indicator 8 asks each state to report "the percent of parents with a child receiving special education services that report school facilitated parent involvement as a means of improving services and results for children with disabilities". Region One ESC provides technical assistance to school systems that receive the surveys. Region One ESC offers parents opportunities for staff development through joint sessions with district service providers.
Contact: Jennifer Pesina, jpesina@esc1.net

Secondary Transition
Supports provide educators with a basic understanding of the components of the transition process, including transition assessments, coordinated set of activity, and compliance issues in federal and state law. They focus on the transition process as a foundation for the development of an Individualized Education Program (IEP) that includes specific goals and activities designed to enable the student to achieve their post secondary goals.
Contact: Josie Reyes, joreyes@esc1.net

Visual Impairments
The Special Education Program for Visually Impaired (VI) Services is designed to provide training and coordinated services to educators of students, age 0 to 21, who are Visually Impaired, Blind, or Deaf/Blind.
Contact: Susie Andrews, sandrews@esc1.net

BROWNSVILLE EXTENSION OFFICE

Contact: Anabel Rangel, arangel@esc1.net

Bilingual/ESL/BTLPT TExES Preparation

- ESL TExES (154) Preparation Session - This training focuses on the TExES English as a Second Language Supplemental (154) exam. The session is designed to provide the participants with an overview of the test, including the targeted domains and competencies, the test format, and sample questions.

Bilingual TExES (164) Preparation Session - This training focuses on the TExES Bilingual (164) exam. The session is designed to provide the participants with an overview of the test, including the targeted domains and competencies, the test format, and sample questions.

- BTLPT (190) Preparation Session/Academy - These informative sessions will provide an intensive overview on the TExES BTLPT (190) and multiple opportunities to practice listening, speaking, reading and writing in Spanish for those interested in taking and passing the BTLPT Exam. Participants will be able to gain valuable knowledge aligned to the TExES domains, competencies, standards, and test format.

Contact: Anabel Rangel, arangel@esc1.net, Brenda Contreras, brcontreras@esc1.net

Sheltered Instruction Strategies
This session will address the characteristics of sheltered instruction, research in second-language acquisition, needs of Emergent Bilingual students, and instructional strategies to deliver comprehensible instruction, including content and language objectives, randomization techniques, total response signals, vocabulary development, structured reading and writing techniques, and structured conversations, among others.
Contact: Anabel Rangel, arangel@esc1.net, Brenda Contreras, brcontreras@esc1.net

Effective Schools Framework (ESF) Diagnostic
The ESF Diagnostic process identifies strengths and areas of focus to aid in moving campuses towards transformation. The ESF Diagnostic process supports campuses in taking a deep and objective look at current campus practices with ample evidence to identify long-term, sustainable focus areas for improvement.

Professional Learning Communities
A multi-day academy for campus teams to support effective planning and implementation of PLC's or facilitation of PLC meetings. Session is designed to include critical components and protocols for effective results-driven PLC meetings.
Contact: Magdalena Guzman, mguzman@esc1.net; Dr. Darlene Rogers, drogers@esc1.net, Anabel Rangel, arangel@esc1.net

Texas Instructional Leadership (TIL)
A TEA state initiative and Vetted Improvement Program (VIP) that provides training and support to campus and district leaders on their ability to build the capacity of educators through a distributed leadership and transformational model. It consists of a suite of training intended to foster continuous improvement by helping campus and district administrators grow concrete instructional leadership skills. The framework for learning is based on three pillars of support to districts/campuses through a Professional Development Series, Implementation on-going support, and continuous cycles of coaching for administrators and campus leaders. TIL cohorts engage in the Region One ESC Powerful Alliances through Texas Instructional Leadership (PACT) Network to build a community of transformational leaders. TIL Modules include:

- Observation and Feedback (OF) Coaching
- Lesson Alignment (LA)
- Formative Assessment (FA)
- Data Driven Instruction (DDI)
- School Wilde Culture Routines (SCR)
- Materials and Internalization and Alignment (MIA) coming soon

Contact: Catalina Requenez, crequenez@esc1.net

Texas Instructional Leadership (TIL) PLUS
Texas Instructional Leadership PLUS includes additional training components beyond the face to face professional development. It is tailored to ensure new leadership skills are practiced, developed, and applied successfully to create sustainability and impact student success:

- Leadership Coaching Demonstrations or Model Sessions
- Principal Practice Labs
- Instructional Practice Labs
- Leadership Skill Building Sessions
- Instructional Skill Build Sessions
- Get Better Faster Leadership Academy
- Get Better Faster Instructional Academy
- Teach Like a Champion Leadership and Instructional Academies

Contact: Catalina Requenez, crequenez@esc1.net

Texas Mathematics Academy
A three-day hands-on academy designed to impact math Teachers from grades K-3. The focus of the academies is to address whole number operations and fraction concepts to improve participants' knowledge of mathematics' concepts and processes.
Contact: Benjamin Avalos, bavalos@esc1.net

LAREDO EXTENSION OFFICE

Contact: Dr. Darlene Rogers, drogers@esc1.net

Texas Instructional Leadership (TIL)
A TEA state initiative and Vetted Improvement Program (VIP) that provides training and support to campus and district leaders on their ability to build the capacity of educators through a distributed leadership and transformational model. It consists of a suite of training intended to foster continuous improvement by helping campus and district administrators grow concrete instructional leadership skills. The framework for learning is based on three pillars of support to districts/campuses through a Professional Development Series, Implementation on-going support, and continuous cycles of coaching for administrators and campus leaders. TIL cohorts engage in the Region One ESC Powerful Alliances through Texas Instructional Leadership (PACT) Network to build a community of transformational leaders. TIL Modules include:

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Contact: Catalina Requenez, crequenez@esc1.net

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- Get Better Faster Leadership Academy
- Get Better Faster Instructional Academy
- Teach Like a Champion Leadership and Instructional Academies

Contact: Catalina Requenez, crequenez@esc1.net

Texas Lesson Study
Texas Lesson Study is a program provided by the Texas Education Agency designed to help teachers improve their effectiveness, share best practices with other teachers, improve student outcomes, and provide a platform to demonstrate mastery within the teaching profession.
Contact: Luis Martinez Jr., lumartinez@esc1.net

Business Etiquette
Learn the principles of proper etiquette and demonstrate good manners. Manage conflict, build teamwork, develop leadership skills, and resolve problems with positive solutions. Interpret nuances of behavior to improve interpersonal “soft” skills.
Contact: Lizeth Olivarez, lolivarez@esc1.net

New Teacher Support Series
This series provides full support for new teachers that includes focus, practice, and feedback to ensure they acquire the foundational essential skills to become an effective classroom teacher. The series includes sessions on classroom management, TEKS deconstruction, assessment techniques, lesson internalization, and DMAC usage.
Contact: Rey Alejandro, ralejandro@esc1.net

Cooperative and Collaborative Learning
Participants of this workshop are introduced to major principles of cooperative learning, such as positive interdependence, social skills, individual accountability, task and role differentiation, and simultaneous interaction. Participants also learn how these principles can be integrated into classroom activities by working through relevant resources, discussions, and activities.
Contact: Angie Hinojosa, ahinojosa@esc1.net

Multi-Tiered Systems of Support
MTSS is a guiding framework for school and district leaders, as well as educators to remove academic, behavior and social-emotional barriers to learning. MTSS uses evidence-based practices to support the whole child along a tiered continuum and allows school personnel to make decisions for targeted and

intensive intervention based on data. Region One Education Service Center is committed to supporting area school systems in their MTSS implementation efforts.
Contact: Angie Hinojosa, ahinojosa@esc1.net

Effective Schools Framework Institute
A three-day institute to empower campus and district Leaders with an understanding of the Effective Schools Framework key practices, success criteria, and what those look like in action. School Leaders leave with an understanding of how to implement key practices of identified Prioritized Levers to close instructional gaps, improve organizational practices, and provide for sustainable change.
Contact: Rosey Guerra, rosguerra@esc1.net

Effective Schools Framework (ESF) Diagnostic
The ESF Diagnostic process identifies strengths and areas of focus to aid in moving campuses towards transformation. The ESF Diagnostic process supports campuses in taking a deep and objective look at current campus practices with ample evidence to identify long-term, sustainable focus areas for improvement.
Contact: Rosey Guerra, rosguerra@esc1.net

Critical and Creative Thinking
This course will provide training in identifying support structures, perspectives, and arguments and how to critically evaluate the advantages and the disadvantages of a proposed plan or an action so that the right decisions can be made the first time. Learn the difference between left-brain and right-brain thinking, removing emotions from decision-making, evaluating both sides of an argument, and critical questioning skills.
Contact: Dr. Lulu Soto, mdsoto@esc1.net

Culturally Responsive Instruction
Covering essential theories around culturally responsive teaching, this course is relevant to every teacher working in a diverse school setting and equips teachers with the essential teaching methods and strategies needed to connect effectively with students and parents of all cultural backgrounds.
Contact: Angie Hinojosa, ahinojosa@esc1.net

Customer Service Training
This course will provide the information needed to understand how a positive attitude, going beyond basic customer service, and dealing effectively with complaints will enhance your work experience. You will learn the difference between internal and external customers. You will also know how developing and implementing a comprehensive customer service policy promotes consistency in customer treatment and keeps customers happy.
Contact: Lizeth Olivarez, lolivarez@esc1.net

Disaggregating Student Data
This course is intended to help district personnel learn more about data disaggregation in the field of education, decide whether this effort might be appropriate for them, and, if so, how to implement or continue a data disaggregation project. Disaggregating student data can help schools and communities plan appropriate programs, decide which interventions to select, use limited resources where they are needed most, and see important trends in educational outcomes and achievement.
Contact: Rey Alejandro, ralejandro@esc1.net

Financial Literacy
In this workshop, participants will develop the skills and techniques to motivate, engage, and move people to take positive action toward improving their finances. Financial Literacy helps students understand their role as independent adult consumers, fully prepared to make wise financial decisions with regard to earning, spending, and saving, as well as managing credit, debt, risk, and investment for a lifetime of economic security.
Contact: Lizeth Olivarez, lolivarez@esc1.net

Inquiry-Based Learning
In this workshop, participants will learn about the history of interdisciplinary learning, view examples of interdisciplinary learning in action, and engage in a seven-step process for designing an interdisciplinary unit. Participants will also discover for themselves the value of Interdisciplinary Learning and will examine the challenges of implementing it in classroom and school communities.
Contact: Rey Alejandro, ralejandro@esc1.net

STEM Best Practices Series
In this series, educators and administrators will experience hands-on activities to understand best practices in STEM classrooms, afterschool programs, or STEM initiatives. Topics in this series will include engineering design process, computational thinking, funding sources, building a community, engaging stakeholders, project-based learning, and more.
Contact: Rey Alejandro, ralejandro@esc1.net

Research Based Instructional Strategies (RBIS)
In this session, participants will review 3-5 instructional strategies representing the most significant changes needed to bridge the gap between research and practice to significantly increase the number of students in Texas who have access to High-Quality Instructional Materials (HQIM). The Texas Education Agency (TEA) has developed these Research-Based Instructional Strategies (RBIS) to articulate the vital instructional shifts necessary to bring grade-appropriate assignments to life for students. This session is the core component across various TEA initiatives and grant opportunities.
Contact: Luis Martinez Jr., lumartinez@esc1.net

Professional Learning Community
Learn how to create an effective professional learning community by implementing researched based techniques. Participants will be guided through essential questions, PLC cycle, and the creation of a mission and vision.
Contact: Dr. Lulu Soto, mdsoto@esc1.net

Book Study Sessions
These sessions can be customized to the audience engaging in the book study. The audience can range from teachers, campus administrators, or district personnel. Each session will use adult learning strategies to put into practice techniques and systems discussed faster and with fidelity.
Contact: Rey Alejandro, ralejandro@esc1.net

Writing Across the Curriculum
This training will provide participants with effective skills & strategies to teach writing so that their students can succeed not just in their classes, but also in later schooling and in their careers.
Contact: Edna Rodriguez, emrodriguez@esc1.net

Gifted and Talented
Full scope of required gifted and talented training for Administrators, Teachers, and Counselors. Teacher training includes 30 hours of initial GT training and annual 6-hour updates. Administrator and Counselor training includes Nature and Needs, Program Options and Social and Emotional Needs. Parent training and student seminars are available upon request.
Contact: Dr. Lulu Soto, mdsoto@esc1.net

Texas Mathematics Academy
A three-day hands-on academy designed to impact math Teachers from grades K-4. The focus of the academies is to address whole number operations and fraction concepts to improve participants' knowledge of mathematics' concepts and processes.
Contact: Rey Alejandro, ralejandro@esc1.net

Observation Calibration Strategic Planning
This training is designed to assist school systems develop and strengthen their teacher observation calibration process. Over a period of pre-determined visits participants will be provided with practical observation calibration tools to support with the development of the calibration timeline, review and analysis of teacher observation data with a focus on individual T-TESS domains, and engage in multiple opportunities to strengthen calibration within your school system.
Contact: Dr. Darlene Rogers, drogers@esc1.net

Texas Principal Evaluation & Support System (T-PESS)
This 1-day training is required for anyone who will appraise principals. Principals who will be appraised with T-PESS should also take this 1-day training to deepen their understanding of the appraisal process, including engaging in an orientation, completing a self-assessment, composing a professional development plan, and setting improvement goals.
Contact: Dr. Darlene Rogers, drogers@esc1.net

Texas Teacher Evaluation & Support System (T-TESS)
All designated appraisers must participate in this 3-day required certification training and demonstrate proficiency in the observation process by successfully completing an online certification test through the Teacher for Texas portal.
Contact: Dr. Darlene Rogers, drogers@esc1.net

Advancing Educational Leadership (AEL)
The Advancing Educational Leadership (AEL) training is an engaging and research-based training designed to improve instruction and student performance at the campus and district level. This is a 3-day required training for T-TESS appraisers and is a co-requisite of T-TESS.
Contact: Dr. Darlene Rogers, drogers@esc1.net

Student Learning Objectives (SLO)
Student Learning Objectives are long-term goals for student learning crafted by teachers and administrators. They provide an effective process for improving instructional practices by encouraging thoughtful, deliberate, and evidence-based decisions that should ultimately result in improved student learning. SLOs drive both teacher practice and student learning by strengthening instruction.
This 2-Day training will guide participants through the 3 phases of the SLO process, creating an SLO, monitoring progress to drive instruction and evaluating success and reflection.
Contact: Dr. Darlene Rogers, drogers@esc1.net

Impact Coaching
The Impact Coaching Training is designed to provide Appraisers with specialized coaching skills, tools, and competencies to utilize in the T-TESS and T-PESS observation cycles. Through this 2-day training, Appraisers will learn how to become better coaches, support their educators in their professional growth, and facilitate meaningful conversations that lead to improved performance.
Contact: Dr. Darlene Rogers, drogers@esc1.net

Moving Toward Student Thinking Classroom through Cognitive Lift
In these sessions, teachers will understand how to engage students in thinking by using techniques that encourage students to do the cognitive lift in the classroom. These techniques include: classroom discussions, teacher questioning, encouraging productive struggle, lesson design strategies, and others.
Contact: Rey Alejandro, ralejandro@esc1.net

DIVISION OF BUSINESS & OPERATIONS



The Division of Business & Operations provides all members of our educational community with quality support in the areas of finance and operations including Food and Nutrition Program, Purchasing, Human Resources, SubHub and TutorHub. We serve all Region One ESC programs and school systems by assisting them in improving student performance and enabling them to operate efficiently and economically.

The Division provides professional learning opportunities, collaboration and networking, and quality school business resources to support the effectiveness of a school system's business and finance teams. We are able to execute this support via training and assistance to the schools' educational leaders through shared services and cooperative agreements.

BUSINESS MANAGER ACADEMY

Contact: Rumalda Ruiz, rruiz@esc1.net

The Business Manager Academy is designed to ensure new Business Managers, or similar role personnel, within school systems thrive and are successful in their new position.

Their commitment to participate is crucial as they learn the multi-faceted dynamics involved in running an effective and efficient Business Office. This is a critical role within the school system as it serves as the lead Financial Officer for Superintendents and School Boards. The Business Manager Academy provides eight hands-on six-hour workshop sessions for the school system's Business Manager as follows:

Session I: School Finance 101 - Focused on learning the Business Office overall function including general accounting, budgeting, PEIMS, Human Resources, Purchasing, Payroll, Annual Financial Audit.

Session II: Human Resources 101 - Focused on staffing needs, staffing formulas and staffing compensation.

Session III: Budget Planning 101 - Focused on planning the next year's annual budget, revenue projections, pupil projections, SOF Template and PEIMS.

Session IV: Payroll 101 - Focused on learning the legal requirements as per FLSA, compliance, TRS, Federal reporting.

Session V: Procurement 101 - Focused on learning the legal requirements, compliance, required disclosures, best practices, construction and contract management.

Session VI: Office Operations - Focused on learning board agendas, PFIA, bank reconciliation, tax revenue tax payments, activity funds, grants management, accounts payable/receivable, cash management and annual financial audit.

Session VII: Financing Instruments, Bonds - Focused on learning financing options, such as bonds, maintenance tax notes, elections, refunding, IFA, EDA, debt service tax collections and more.

Session VIII: Child Nutrition Program - Focused on learning the Child Nutrition Program at your districts, various operation programs, claim rates, compliance, navigating TDA review: procurement, administrative and financial applications.

FINANCE ADVISORY COUNCIL

Contact: Rumalda Ruiz, rruiz@esc1.net

The FAC is a forum for sharing information and providing guidance in the area of school finance. Chaired by the Region One Deputy Director, the Council is comprised of heads of finance of all Region One area school systems. The council meets regularly to discuss pertinent agenda items related to the improvement of business and finance operations. Subject matter experts are brought in for the professional development of the Finance Advisory Council members. Networking and sharing of best practices is accommodated through the meetings. The Center has partnered with Moak Casey & Associates for financial consulting services and monthly updates on legislative school finance issues.

Benefits include Annual Investment Officer Training for compliance with Public Funds Investment Act; GASB pronouncement trainings; GASB 68 and 75 Audit template; TEA Updates from the Offices of State Funding, Grant Compliance and Administration, and Federal Fiscal Monitoring Division; District/Charter Specific Budgeting Tools Resource; District/Charter surveys, district/charter schools FIRST Ratings Resources; hosted TASBO certification trainings and

workshops; secured website to access resources; TASBO and CPA continuing education, technical assistance, among other benefits. (Additional fees may apply by the training provider.)

FACILITIES

Contact: Jacob Martinez, jacobmartinez@esc1.net

Whether you need space for a team meeting, a conference, or a celebration, make the Region One ESC Conference Center your venue of choice! Region One boasts state-of-the art meeting room facilities to accommodate all group sizes. With 14 meeting rooms to choose from and flexible set-up options, our 160,000 square foot facility can host groups from 10 to 1,200 participants!
Beautifully decorated and spacious, the Region One ESC Conference Center is a comfortable and inviting environment for your next group gathering.

Amenities:

- Spacious floor plan options
- State-of-the-art audio/visual equipment available and monitored by in-house technicians
- Wireless internet access in all meeting rooms
- Coffee service available, upon request
- Ample restroom facilities
- Over 500 parking spaces available to accommodate groups of all sizes

FOOD & NUTRITION PROGRAM

Contact: Carmen Ocañas Lerma, colerma@esc1.net

The Region One Food and Nutrition Program provides training and technical assistance to all contracting entities, school districts, charter schools, Residential Child Care Institution and private schools in the operation and administration of Food and Nutrition Programs under the direction of the United States Department of Agriculture (USDA) and the Texas Department of Agriculture (TDA).

- National School Lunch Program (NSLP)
- National School Breakfast Program (SBP)
- Summer Seamless Option (SSO)
- Child and Adult Care Food Program (CACFP)
- Summer Food Service Program (SFSP)
- USDA Commodity Foods
- Fresh Fruit and Vegetable (FFV) Program

The Food and Nutrition Program offers a comprehensive range of technical assistance and training at no cost, designed to assist these entities to meet federal, state, and local program requirements of the USDA and TDA.

The Food and Nutrition Staff provides training and staff development during the school year as well as bring together the Child Nutrition Directors to participate in the Food and Nutrition Advisory Council designed to identify best practices, conduct round table discussion, and forecast future program needs. Conference style learning opportunities are made available during the summer for child nutrition administrative and campus personnel so they may meet the mandated professional standards as well as assist them in running an efficient and effective Child Nutrition Program.
Technical assistance available from the Region One Food and Nutrition Program include the following:

- Administrative Review (AR) preparation, off-site and on-site
- Procurement Review, off-site and on-site
- Financial Review, off-site and on-site
- Culinary Skills Training
- Corrective Action Plan support
- Certification Courses

- Farm To School
- Community Eligibility Provision
- Community Eligibility Provision Statistical Analysis and Confirmation
- Free and Reduced Program Training and Support
- Menu modules
- Menu Planning
- Program Management
- New Director's Academy
- Manager Academy

Technical assistance on-site and off-site in all areas of program management

There are no registration fees for workshops, classes, or technical and administrative review assistance.

PURCHASING

Contact: Lori Atwood Ramos, laramos@esc1.net

Child Nutrition Program - South Texas Cooperative
The Child Nutrition Program – South Texas Cooperative (CNP-STC) is a purchasing cooperative that administers school food service-related procurement solicitations to meet the specific needs of our School Nutrition Program members. The primary focus of the CNP-STC is to assist participating members in the administration of a fiscally sound School Nutrition Program and compliance with state and federal procurement requirements. The CNP-STC plays an integral part in achieving healthy school meals and efficient procurement practices by ensuring high quality cost effective food and supplies for its members.

Purchasing Advisory Council
The Purchasing Advisory Council (PAC) is an organized forum for networking, sharing of best practices, improving current procedures, forging new avenues to source and procure products and services, and professional development in the field of procurement. The Council is comprised of purchasing agents of all Region One area school systems. The council meets monthly to discuss items related to the improvement of procurement operations. In addition, the PAC seeks out partnerships and opportunities for local vendor outreach and education.

Region One Purchasing Cooperative
The Region One Purchasing Cooperative (ROPC) is a purchasing cooperative that administers procurement solicitations to meet the specific needs of our school system members. The primary focus of the ROPC is to provide participating members access to high quality cost effective goods and services that comply with state and federal procurement requirements.

Texas Energy Center
The Texas Energy Center (TEC) is a purchasing cooperative that provides its members the opportunity to save money on energy costs through electricity rates with contracts specifically designed to minimize risk to our members. In addition to saving money, benefits of TEC include: qualified suppliers competitively vying for our members' business; greater control over contract structure; bidding process management; and direct access to expert consultants.

HUMAN RESOURCES

Contact: Brenda Mora, bmora@esc1.net

Human Resources Advisory Council
The Human Resources Advisory Council (HRAC) consists of esteemed Human Resources leaders representing various school systems within the Region One area. This council convenes bi-monthly with the objective of exchanging information and offering guidance in the field of Human Resources, encompassing vital aspects such as human capital, staff information, ESSA, educator certification, criminal history background check requirements, FMLA, FLSA, and other pertinent state and federal regulations. The primary purpose of the HRAC is to foster networking and facilitate the sharing of best practices among its members. It serves as a platform for HRAC participants to seek feedback from their peers on services, products, and strategies that can enhance operational efficiency and effectiveness within their respective organizations.

HR 101 Academy
A comprehensive 2-day Professional Development program designed specifically for HR Administrators and HR Staff who are new to their roles within partnering school systems. This academy offers a valuable opportunity for professional growth and development in the field of Human Resources. The HR 101 Academy focuses on equipping participants with essential knowledge and skills pertaining to various HR functions. Over the course of two days, attendees will engage in interactive training sessions that cover key areas including recruiting, certifications, contracts, compensation, HR compliance, and handling grievances. By addressing these critical aspects, the academy aims to enhance participants' understanding and proficiency in overall HR operations.

One*App Consortium
OneApp, an advanced applicant tracking system seamlessly integrated into our Region One ESC Employment website. Designed specifically for partnering school systems, OneApp empowers administrators to efficiently manage job vacancies with ease. With OneApp, partnering school systems gain complete control over the job posting process. Administrators can effortlessly post, edit, and delete job vacancies directly through the user-friendly interface of the OneApp System. This streamlined approach ensures that job listings are accurately maintained and promptly updated. One*App's comprehensive Applicant Tracking System provides administrators with full access to candidate resumes and contact information. This robust feature enables efficient candidate evaluation and selection, empowering administrators to make informed hiring decisions with confidence.

Small District Support Services
In conjunction with the comprehensive services provided by the One*App Consortium, the HR Employees at Region One ESC take charge of the entire recruitment process on behalf of our small district partners. Our dedicated HR team handles various critical tasks, including vacancy management, candidate screening, selection, and conducting interviews. By entrusting the recruitment process to our experienced HR professionals, our small district partners can focus on other essential responsibilities, confident in the knowledge that their staffing needs are in capable hands. We employ effective strategies and utilize industry best practices to attract and identify top-quality candidates who align with the unique requirements and culture of each district.

Personnel Services Cooperative
Our most popular offering, the Personnel Services Cooperative offers member districts an extensive range of services specifically tailored to support their efforts in recruiting and retaining exceptional, certified, and compassionate teachers. Our comprehensive services are designed to meet the unique needs of school systems and facilitate the recruitment and retention of highly qualified educators. We provide job fair representation on behalf of member districts, actively promoting your district and its vacancies to prospective teachers regionally and out of region.

In addition to recruitment support, we offer quarterly professional development sessions designed to enhance the skills and expertise of educators in

member districts. These sessions cover a wide range of relevant topics, ensuring that teachers have access to ongoing training and growth opportunities. Our cooperative also provides valuable assistance in Teacher Records Review and Certification guidance. By leveraging our expertise, member districts can ensure compliance and streamline their certification procedures.

Substitute Teacher Certification Academy
A comprehensive 2-day Professional Development program designed to certify future Substitute Teachers for all Region One ESC school systems. This program is available in both in-person and remote formats, allowing participants to choose the learning mode that best suits their needs. The certification program focuses on key areas essential for successful Substitute Teachers. Over the course of two days, participants will engage in interactive sessions covering Legal Issues, Ethics, Instructional Methodologies, and Classroom Management. These topics are crucial for creating a positive and effective learning environment when stepping into a substitute teaching role. As part of the training, participants will also receive 6 hours of electronic observation training. This component offers valuable insights and practical guidance on observing and supporting classroom instruction. By honing their observation skills, future Substitute Teachers will be better equipped to provide meaningful and impactful learning experiences for students.
Contact: Angelica Arellano, aarellano@esc1.net

SUBHUB AND TUTORHUB TRAININGS

Contact: Dr. Michelle Zuniga, rozuniga@esc1.net

SubHub/TutorHub Induction
Region One ESC Temporary Teachers and Tutors are guided through the SubHub process and procedures. The training session provides an overview of the Temporary and Tutor Handbook. The Texas Administrative Code §247.2 Code of Ethics and Standard Practices for Texas Educators, Sexual Harassment, and FERPA are presented to all employees. Employees also learn about classroom management and student engagement strategies to ensure students are in a safe learning environment. Access to the Frontline Absence Management System and Time and Attendance is also introduced to all temporary teachers and tutor users.
Contact: Dr. Michelle Zuniga, rozuniga@esc1.net

SubHub Annual Renewal
Returning Region One ESC Temporary Teachers and Tutors are to attend the SubHub Annual Renewal to maintain employment. The annual renewal provides a review session of the TAC §247.2 Code of Ethics and Standard Practices for Texas Educators, Sexual Harassment, and FERPA. Classroom Management and student engagement strategies are reviewed and shared throughout the session.
Contact: Dr. Michelle Zuniga, rozuniga@esc1.net

Amplify Tutoring for TutorHub
The Amplify Tutoring program is a robust initial training course for tutors to ensure the highest quality instructional implementation within small tutoring groups. The training focuses on building early literacy skills, building strong relationships, and building students' confidence in reading.
Contact: Leticia Robles, lrobles@esc1.net

Amplify Tutoring for TutorHub
The 30-hour asynchronous course training is a robust, self-paced, multimedia course that draws upon best practices for adult learners. The course is divided into easy to access modules, which present learning in various formats such as videos, articles, and frequently asked questions. Checks for understandings are embedded throughout the modules for Tutors to solidify their understanding of new learning. Aligned to the principles of high impact tutoring, this comprehensive training course provides Tutors with an average 30 hours of training in order to be confident and well-prepared.
Contact: Leticia Robles, lrobles@esc1.net

Amplify Tutoring 3-hour Capstone for TutorHub
This 3-hour Capstone session is delivered by Region

One ESC TutorHub Staff to cement learnings from the 30-hour initial course. This professional development will provide opportunities for peer practice, collaboration, and clarification before beginning tutoring.
Contact: Leticia Robles, lrobles@esc1.net

BookNook for TutorHub
Tutor training reviews BookNook reading materials and content implementation via a unique patented technology, and provides an overview of the phonics, fluency, and comprehension interactive digital lessons. Training provides Tutors with reading K-8 supports that help students at all reading levels improve quickly through engaging games, activities, multi-sensory vocabulary activities and support for Spanish speakers.
Contact: Leticia Robles, lrobles@esc1.net

High Impact Tutoring Implementation Series for TutorHub
Guides school system leaders through designing a high impact tutoring program to align with the needs and local context of their community and school. This series supports school system leaders to gain a strong understanding of the research underpinning the elements of high impact tutoring through analysis of a real-life case study. Participants have opportunities to discuss key decisions during the workshop series, which also lead into interactive post-session assignments.
Contact: Leticia Robles, lrobles@esc1.net

TCLAS Decision 6 Technical Assistance for TutorHub
Supports school system leaders in utilizing and implementing the Texas Tutoring Toolkit to launch and implement a high impact tutoring program and the use of the Vetted Texas Tutor Corps.
Contact: Leticia Robles, lrobles@esc1.net

TCLAS Decision 11 Technical Assistance for TutorHub
Supports school system leaders in designing and implementing after school tutoring programs for learning acceleration through strategic planning, program management, and continuous quality improvement of the after school tutoring program.
Contact: Leticia Robles, lrobles@esc1.net

TutorHub Informational Session for TutorHub
Inform LEA leaders and faculty of TutorHub initiative and tutoring supports. Provides tutor staffing information to recruit tutors for TutorHub, informs tutors of trainings and tutoring processes at the district.
Contact: Leticia Robles, lrobles@esc1.net

Zearn
Training providing best practices and effective tutor characteristics, including an overview video of the Zearn Math K-8 instructional materials, and modeling and independent practice of the Zearn Math digital tutoring platform. The session explores the Zearn Math approach to teaching and learning ensuring all students are provided with hands-on and independent practice.
Contact: Leticia Robles, lrobles@esc1.net

DIVISION OF TECHNOLOGY SOLUTIONS



The Division of Technology Solutions strives to provide innovative technology solutions and support to all Region One departments and programs working with school systems to provide technology services, instructional technologies, and eLearning support and services. The Division's offices of Information Services, Software Development, Instructional Technology, and the Center for eLearning are dedicated to helping improve student achievement and success throughout the entire Region.

Ascender Student and Administrative Software
The ASCENDER SIS and Finance software build on the Texas Computer Cooperative (TCC) statewide success in compliance and reporting, empowering school systems to make informed decisions through powerful yet flexible tools and applications.
Contact: Alex Flores, aflores@esc1.net

CyberOne Cooperative
Cybersecurity is a journey and not a destination. CyberOne allows Region One ESC to provide the highest quality of training, services, and Cybersecurity support to all our local educational agencies while leveraging bulk discounts for various Cybersecurity products and services.

The CyberOne Cooperative provides the following:
- Guidance and cybersecurity services to help meet Texas Legislative requirements
- Volume purchasing discounts provided through cooperative membership
- Technical assistance for cybersecurity projects
- Cybersecurity Staff development training and continuing education credits
- Exclusive member only technical training and table-top exercises
- Compliance initiatives for identified region-wide projects as requested by the Texas Legislature or the Texas Education Agency

Contact: Daniel Ramirez, danramirez@esc1.net

Discovery Education Streaming
Learning platform built around educational content with tools and resources to engage students, track their progress in real-time, and gain professional inspiration.
Contact: Vilia Garcia, vilgarcia@esc1.net

Distance Learning Consortium
Leverage the power of online learning with content from Streamable Learning, e-learning courses in the topics of technology, ed-tech and classroom integration, compliance, asynchronous and webinar content for students, parents, and staff, and much more.
Contact: Demian Morquin, dmorquin@esc1.net

DMAC Software License
DMAC consists of a suite of internet hosted multi-user software applications to supply Texas Educators with state-of-the-art tools and services necessary to develop and improve the quality of education provided to students. Tasks such as data disaggregation, accountability reporting, student monitoring, campus/district planning, and much more can be completed with this solution software.
Contact: Miguel Chuca, mchuca@esc1.net

Eduphoria Premium Suite Edition including TEKSBank
District on-site software training; data analysis training for Teachers; Teacher and Administrator recorded webinars on software and updates.
Contact: Miguel Chuca, mchuca@esc1.net

EdSpire
Districts are currently using DMAC and Eduphoria for generating reports related to instruction and accountability. However, they require more advanced reports that specifically address state accountability projects in Domains I, II, and III, with the ability to analyze data at the teacher and student level. To supplement the existing tools, EdSpire offers districts advanced reports derived from local benchmarks and state assessments, providing deeper insights into performance levels and item analysis. These interactive reports enable teachers to differentiate instruction effectively, utilizing STAAR released items and state resources like Performance Level Descriptors. Additionally, EdSpire helps districts track TSI (Texas Success Initiative) scores, automatically syncing the data and creating TSI dashboards that facilitate informed decision-making at both the teacher and student level.
Contact: Miguel Chuca, mchuca@esc1.net

E-Learning Courses
As an efficient and convenient option to meet your learning needs, e-Learning courses are an accessible and high quality choice. Whether you are an Administrator in search of a compliance training or an Educator searching for a course to build your instructional capacity, Region One offers a growing collection of online courses designed as self-paced courses. Annual subscriptions are available to include e-Learning content, workshop utilization and completion for E-Learning content, and technical support for E-Learning courses specified in selected subscription
Contact: Miguel Chuca, mchuca@esc1.net

E-Rate Consulting
Region One ESC has partners with a third-party E-Rate provider to guide school systems to make eligible/

allowable purchases utilizing E-Rate funds. Region One ESC facilitates the contracts between the provider and the school system. Two packages of E-Rate consulting services are offered. Category One/Two E-Rate third-party vendor to build the E-Rate application and manage the funding on behalf of the school system. The second package is retainer consulting services for E-Rate allowing the 3rd party vendor to assist the school system as delineated in the contract agreed upon by VST and the school system.
Contact: Dante Fox, dfox@esc1.net

PEIMS Cooperative
Utilize our PEIMS Cooperative service to assist your school district staff in verifying and submitting your TSDS PEIMS and TSDS Core Collections. Our in-house experts can assist your staff with detailed training, technical support, and issue identification and remediation.
Contact: Alex Flores, aflores@esc1.net

Library Services & Instructional Resources Cooperative
The Library Services and Instructional Resources Cooperative provides a comprehensive collection of high-quality instructional resources and services that help students develop information and digital literacy skills. In addition, schools receive financial benefit from volume purchasing discounts provided through cooperative membership. Resources include online subscription databases, services and additional library resources/services
Contact: Vilia Garcia, vilgarcia@esc1.net

MEGAbyte
The MEGAbyte Consortium is a bundled set of cost-effective, high-quality professional development opportunities including traditional professional development, certification opportunities, conferences, and EdTech trends and updates, available to school districts and charter schools. Participating members benefit from educator workshops and conferences, student events, and additional value-added technical services. From instructional technology initiatives to STEM education, these services are made available in collaboration with multiple Region One ESC departments and programs.
Contact: Miguel Chuca, mchuca@esc1.net

STEM
The STEM department's focal point is to achieve excellence in the teaching and learning of STEM education to educators. The STEM department is dedicated to preparing the next generation of STEM teachers to help all South Texas students achieve their quest for a vibrant future as contributing members and citizens of our communities. We inform administrators to fundamentally transform to meet the challenges of the 21st century. STEM education is a transdisciplinary, project-based approach to revitalizing the current landscape of educational programs and outreach initiatives. We provide training and support to educators and provide student camps in the areas of STEM education.
Contact: Sylvia Escobar, sescobar@esc1.net

OmniTrack
OmniTrack is an all-inclusive event management software for your school system's professional development. Manage events, participants, meeting rooms, digital transcripts, certificates, evaluations, and earned continuation education credit hours. OmniTrack has many built-in modern-day conveniences.
Contact: Alex Flores, aflores@esc1.net

ORION Consortium
ORION (One Regional Interconnected Optical Network), is a regional fiber optic network which provides a fast connection to the internet and to other regional school systems to support classroom initiatives. ORION allows participating members more bandwidth and greater high-speed internet access, at a significant cost savings, that is essential for digital learning and rich technology services.
Contact: Dante Fox, dfox@esc1.net

ORION Consortium, DDoS Mitigation Services
An add-on service for ORION Consortium members, Mitigation Services offers protection for ORION-member networks from data and traffic attacks launched from the internet which may cause service outages and threaten data security and district/charter school operations.
Contact: Dante Fox, dfox@esc1.net

Zoom Technology
Video conference software licenses, administrator account to Zoom platform, consulting and support on the management of licenses and software.
Contact: Dante Fox, dfox@esc1.net

PARTNERSHIPS, MARKETING AND COMMUNICATION



The Department of Partnerships, Marketing & Communication works with all Region One ESC Programs by developing and maintaining clear lines of communication between school districts, the service center, and the overall community. The Department's goal is to increase awareness of all Region One ESC services both internally and externally through promotion, marketing, advertising, and public relations work.

The Partnerships, Marketing & Communication Department has a talented creative team that is ready to serve the communication needs of the Service Center and partner school systems.

- Public Relations
- Graphic Design
- Marketing/Advertising
- Videography
- Print Shop Services
- Customized Trainings:
  - Customer Service/Hospitality
  - Internal Communication
  - Crisis Communications
  - and more

EXHIBIT A
ELECTION OF GOODS AND/OR SERVICES

The following is a list of goods and/or services contracts provided by Region One. Please refer to the corresponding contracts for an in-depth description of the goods/services. Please check all goods/services that Member seeks to purchase:

Executive Services

☐Region One ESC School System Cooperative (for details, visit pages 6 & 7)

Administrative Leadership & Community Impact

- ☐ Superintendents' Summer Leadership Academy
- ☐ Continuing Education required trainings for School Boards (Specialized training upon request)
- ☐ Consulting services to school systems through contracts with Moak, Casey and Associates
- ☐ Region One ESC Counselor Cooperative
- ☐ Rural Schools CTE Cooperative

Curriculum, Instruction & Accountability

- ☐ Accelerated Learning Support Bilingual Services – ESL TExES Preparation Session that provides overview of the test, including targeted domains and competencies
- ☐ Bilingual/ESL/TExES Preparation/LPAC Folder Reviews/Program Audit
- ☐ Bilingual Services – ESL TExES Preparation Session that provides overview of the test, including targeted domains and competencies
- ☐ Customized Professional Development
- ☐ Coaching and Mentoring Academy
- ☐ Customized State and Federal Accountability Reports
- ☐ School Improvement customized professional development for district leaders and principals
- ☐ Emergent Bilingual Leadership Academy
- ☐ TELPAS Academy
- ☐ ESSER Technical Assistance – technical assistance and training to LEAs on the 2020-2021 ESSER Grant application, quarterly reporting, expenditure reporting, private nonprofit (PNP) equitable services, internal controls, and compliance monitoring
- ☐ ESF Diagnostics – Pre-Diagnostic campus contact; Pre-work artifact review; pre-visit conference/ESF lever calibration; ESF campus diagnostic visit; post-visit ESF lever calibration; post-visit ESF debrief
- ☐ Gifted and Talented
- ☐ Instructional Coaching
- ☐ Instructional Coaching – Teachers work collaboratively with an instructional coach to improve professional practice and increase student achievement.
- ☐ Institutos para familias de estudiantes bilingües
- ☐ Migrant Education Program Services – Identification and Recruitment (ID&R), Texas New Generation System (TX-NGS), or Migrant Services Coordination (MSC).
- ☐ New Teacher Support Academy
- ☐ Observation Calibration Strategic Planning
- ☐ Phonics Toolkit and Instructional Coaching
- ☐ See*ONE Data Management System
- ☐ Special Education Services - Program Effectiveness Review
- ☐ Student Growth - Student Learning Objectives
- ☐ Texas Reading Academy (RA)
- ☐ Texas Home Learning

- ☐ Texas Mathematics Academy: Coming Soon
- ☐ Texas Home Learning
- ☐ TEKS Resource System
- ☐ TELPAS Academy
- ☐ Texas Instructional Leadership (TIL)
- ☐ Teacher Incentive Allotment
- ☐ Texas COVID Learning Acceleration Supports initiative (TCLAS)
- ☐ Turnaround Transformational Leadership Academy Training

Business & Operations

- ☐ Child Nutrition Program South Texas Cooperative – purchasing cooperative, additional member information required.
- ☐ Finance Advisory Council COOP
- ☐ Human Resources Advisory Council Coop
- ☐ Purchasing Advisory Council COOP
- ☐ Region One Purchasing Cooperative - purchasing cooperative, additional member information required
- ☐ SubHub - is a service provided by the Region One ESC to help schools recruit and retain a qualified pool of certified substitute teachers to fill existing vacancies within schools. This service is an absence management system and a substitute placement system for district/charter schools associated with our program
- ☐ Texas Energy Center - purchasing cooperative, additional member information required Present Term: [insert term]
- ☐ TutorHub - TutorHub is a new service provided by Region One ESC to assist district/charter schools in the recruitment and placement of high-quality trained tutors that will provide supplemental targeted instruction to address students needs. TutorHub provides trained tutors to implement accelerated instruction through high impact tutoring. The TutorHub tutor initiative is to support district/charter schools in addressing learning loss by meeting the requirements for HB 4545.

Technology Solutions

- ☐ Ascender Student and Administrative Software
- ☐ CyberOne Cooperative - Cybersecurity training, services, and support; volume purchase discounts on cybersecurity products and services
- ☐ Discovery Education Streaming
- ☐ Distance Learning Consortium
- ☐ DMAC Software License – suite of Internet hosted multi-user software applications Eduphoria Premium Suite Edition including TEKSBank; district on-site software training; data analysis training for teachers; teacher and administrator recorded webinars on software and updates
- ☐ E-Learning Courses – annual subscription; E-Learning content, workshops useful for viewing E-Learning content; utilization and completion reporting for E-Learning content specified in selected subscription; technical support for E-Learning courses specified in selected subscription
- ☐ E-Rate Consulting – Federal E-Rate Category One/Two Program Management Service.
- ☐ Library Services & Instructional Resources Cooperative – online subscription databases/services and additional library resources/services
- ☐ Megabyte – Professional development, certification opportunities, conferences, EdTech trends and updates
- ☐ PEIMS Cooperative
- ☐ OmniSuite PD System – Professional Development System via hosted online subscription
- ☐ ORION Consortium – High-speed Internet access
- ☐ ORION Consortium, DDoS Mitigation Services – High-speed Internet access

- ☐ Software and Database Development – provide professional development system via hosted online subscription
- ☐ Zoom Technology – Video conference software licenses, administrator account to Zoom platform, consulting and support on the management of licenses and software.

This list may be subsequently amended to include and/or remove goods or services. Depending on the goods/services selected by the Member, additional documents may be provided for execution by Member.

This Exhibit A supersedes any prior Exhibit A entered into between Region One and Member pursuant to the Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of _____, 20_____.

REGION ONE ESC
By: _____

Print Name: _____

Title: _____

Date: _____

MEMBER
By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement ("Agreement") is made by and between Region One Education Service Center ("Region One") and _____ ("Member"), (collectively referred to as the "Parties") acting herein by and through their respectively authorized officers or employees.
RECITALS

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and
WHEREAS, the Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and
NOW THEREFORE, in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. TERM: This Agreement is effective from the date of the last signature and shall automatically renew for services and/or goods selected for successive one-year terms unless either party gives sixty (60) days prior written notice of non-renewal. Notice of such non-renewal shall be sent according to Paragraph 13. If Member desires to elect to purchase different goods and/or services pursuant to this Agreement, Member shall complete the Annual Renewal Form, a copy of which is attached hereto as Exhibit B, in accordance with the instructions contained therein. The conditions set forth herein shall apply to the initial term and all subsequent renewals.

2. TERMINATION: Either party will be in default of this Agreement if such party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting party. In the event of default, the non-defaulting party, upon written notice to the defaulting Party, may terminate this Agreement for cause as of the date specified in the notice, and may seek other relief as provided by law. Region One or the Member may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to the other party. The Member agrees to pay an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid. The Member acknowledges that some service contracts accompanying this Agreement may not be subject to early termination and therefore early termination in such situations is void.

3. SCOPE: The scope of this Agreement is limited to the purchase of goods and/or services, other than engineering or architectural services or construction services, governed by the contracts between Region One and vendors offering such services/goods. The purchase of goods includes the purchase of any services reasonably required for the installation, operation, or maintenance of the goods. The Member acknowledges and agrees that the terms of the contracts between Region One and the vendors providing such goods and/or services are incorporated as if they were fully set out herein. The Member shall abide by the terms of the contracts for the goods/services the Member elects to purchase.

4. ELECTION OF GOODS AND/OR SERVICES: A list of the goods/service available for contracting through this Agreement is contained in the Election of Goods and/or Services Form, attached hereto as Exhibit A. Upon entering into this Agreement, the Member shall indicate on the Election of Goods and/or Services all goods and/or services the Member seeks to purchase for the initial term of this Agreement. For any subsequent renewals, the Member will complete the Annual Renewal Form.

5. RELATIONSHIP: The relationship between the Parties is that of independent contractor. Neither party has the authority to bind the other in any manner.

6. MEMBER RESPONSIBILITIES: The Member understands that certain federal requirements involve circumstances unique to the Member's transaction and must be completed by the Member. At the time of procurement, specific information about the Member's transaction is unavailable to Region One, including the funding source to be used, the total value of the transaction, any specific requirements of a particular grant, or the Member's local policy requirements. As a result, the Member is ultimately responsible for compliance with certain applicable requirements and is advised to consult with the Member's legal counsel or granting agency to confirm compliance with any applicable regulations. Depending on the value or nature of a specific transaction, specific grant conditions, or other requirements, the Member may be required to:

a. Maintain written procedures regarding conflicts of interest of employees engaged in the selection, award, and administration of contracts or purchasing;
b. Avoid the purchase of unnecessary or duplicative items;
c. Prepare an Independent Estimate and conduct a Cost and Price Analysis where the total cost of any transaction will exceed the simplified acquisition threshold, and negotiate profit as a separate cost item (if a cost analysis is performed);
d. Take any necessary steps to ensure minority businesses, women's businesses, and labor surplus area firms are used when possible (i.e. dividing a project into smaller tasks or quantities to maximize participation by small, minority, and women owned businesses); and/or
e. Ensure compliance with provisions related to recovered materials and domestic preferences.

7. COOP MEMBERSHIP: The Member understands that by executing this Agreement it agrees to be a member of the Region One Coop.

8. CURRENT REVENUES: The Member hereby warrants that all payments required of it pursuant to this Agreement shall be made from current revenues budgeted and available to the Member.

9. PAYMENT TERMS: Invoices are generated upon selection of goods/services. Invoices shall be payable to Region One in accordance with the provisions of the Prompt Pay Act Texas Government Code Chapter 2251, within forty-five (45) days after the Member's receipt of the invoice and delivery of the goods or services, and interest shall be payable by the Member on all past due amounts at the rate specified in Section 2251.025(b), Texas Government Code.

10. SOFTWARE SERVICES: Should the Member elect to purchase any of the software services offered by Region One, the Member understands that it may be required to execute a license agreement for such software. If a license agreement is required for purchase and use of any software, the Member agrees to execute such agreement in a timely manner.

11. ENERGY COOPERATIVES: As detailed in the corresponding contract documents for any energy cooperatives, Member's membership in such groups is coterminous with Region One's membership.

12. OWNERSHIP OF WORK PRODUCT: All work product, including any concepts, products, research, reports, studies, data, or other documents, drawings or materials prepared by Region One in the performance of its obligations under this Agreement shall not be works for hire and shall remain the exclusive property of Region One. Any programs, data or other materials furnished by Region One for use by Member in connection with the Services performed under this Agreement will remain Region One's property, subject to any superseding licensing agreement or intellectual property rights of third parties.

13. NOTICE: Any notice required or permitted by this Agreement must be in writing and addressed to the party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, (iii) received by facsimile, or (iv) received by email.

To Region One [need information]

To Member:

_____
Name

_____
E-Mail Address

14. AMENDMENTS: Region One may, from time to time, amend the terms of this Agreement including a change in program selection and an adjustment in the program fees, as may be necessary for the reasonable supervision and administration of this Agreement and to defray its reasonable administrative costs. No amendment shall become effective until the beginning of the next renewal term; provided, Region One has given not less than 60 days written notice. On an annual basis, Member will be expected to execute an Annual Renewal Form, a copy of which is attached hereto as Exhibit B, and may make changes to the goods/services it purchases except where not allowable under a specific program. Member is responsible for providing Region One with evidence that Exhibit B is duly authorized and payable from current appropriated funds of Member's governing body.

15. AUTHORIZATION: By entering into this Agreement, Member certifies that it has received board authorization for all expenditures for services and/or goods provided pursuant to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of _____, 20_____.

REGION ONE ESC
By: _____

Print Name: _____

Title: _____

Date: _____

MEMBER
By: _____

Print Name: _____

Title: _____

Date: _____

2023-2024

BOARD OF DIRECTORS

Alicia E. Requenez, Chairperson
Place 1 – Hidalgo County

Ruben Cortez, Jr., Vice-Chairperson
Place 5 – Cameron County

Ricardo Gutierrez, Secretary
Place 2 – Jim Hogg County, Starr County & Zapata County

Laura A. McCoy
Place 3 – Webb County

Sonia A. Falcon
Place 4 – Hidalgo County

Dr. Manuel Gomez, Jr.
Place 6 – Cameron County

Raul R. Chapa
Place 7 – Brooks County & Willacy County

Richard E. Zayas
Charter Schools Representative

CABINET

Dr. Daniel P. King
Executive Director

Dr. Criselda Valdez, Deputy Director
Curriculum, Instruction & Accountability

Dr. Judith M. Solis, Deputy Director
Leadership & Community Impact

Rumalda Ruiz, Deputy Director
Business & Operations

Adrian Garcia, Deputy Director
Technology Solutions

Arianna Vazquez-Hernandez
Executive Administrator
Partnerships, Marketing, & Communication

Melissa I. Lopez, Administrator
Office of College, Career, and Life Readiness

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EXHIBIT A
ELECTION OF GOODS AND/OR SERVICES

The following is a list of goods and/or services contracts provided by Region One. Please refer to the corresponding contracts for an in-depth description of the goods/services. Please check all goods/services that Member seeks to purchase:

Executive Services

☒ Region One ESC School System Cooperative (for details, visit pages 6 & 7)

Administrative Leadership & Community Impact

- ☒ Superintendents' Summer Leadership Academy
- ☒ Continuing Education required trainings for School Boards (Specialized training upon request)
- ☒ Consulting services to school systems through contracts with Moak, Casey and Associates
- ☒ Region One ESC Counselor Cooperative
- ☒ Rural Schools CTE Cooperative

Curriculum, Instruction & Accountability

- ☒ Accelerated Learning Support Bilingual Services – ESL TExES Preparation Session that provides overview of the test, including targeted domains and competencies
- ☒ Bilingual/ESL/TExES Preparation/LPAC Folder Reviews/Program Audit
- ☒ Bilingual Services – ESL TExES Preparation Session that provides overview of the test, including targeted domains and competencies
- ☒ Customized Professional Development
- ☒ Coaching and Mentoring Academy
- ☒ Customized State and Federal Accountability Reports
- ☒ School Improvement customized professional development for district leaders and principals
- ☒ Emergent Bilingual Leadership Academy
- ☒ TELPAS Academy
- ☒ ESSER Technical Assistance – technical assistance and training to LEAs on the 2020-2021 ESSER Grant application, quarterly reporting, expenditure reporting, private nonprofit (PNP) equitable services, internal controls, and compliance monitoring
- ☒ ESF Diagnostics – Pre-Diagnostic campus contact; Pre-work artifact review; pre-visit conference/ESF lever calibration; ESF campus diagnostic visit; post-visit ESF lever calibration; post-visit ESF debrief
- ☒ Gifted and Talented
- ☒ Instructional Coaching
- ☒ Instructional Coaching – Teachers work collaboratively with an instructional coach to improve professional practice and increase student achievement.
- ☒ Institutos para familias de estudiantes bilingües
- ☒ Migrant Education Program Services – Identification and Recruitment (ID&R), Texas New Generation System (TX-NGS), or Migrant Services Coordination (MSC).
- ☒ New Teacher Support Academy
- ☒ Observation Calibration Strategic Planning
- ☒ Phonics Toolkit and Instructional Coaching
- ☒ See*ONE Data Management System
- ☒ Special Education Services - Program Effectiveness Review
- ☒ Student Growth - Student Learning Objectives
- ☒ Texas Reading Academy (RA)
- ☒ Texas Home Learning

- ☒ Texas Mathematics Academy: Coming Soon
- ☒ Texas Home Learning
- ☒ TEKS Resource System
- ☒ TELPAS Academy
- ☒ Texas Instructional Leadership (TIL)
- ☒ Teacher Incentive Allotment
- ☒ Texas COVID Learning Acceleration Supports initiative (TCLAS)
- ☒ Turnaround Transformational Leadership Academy Training

Business & Operations

- ☒ Child Nutrition Program South Texas Cooperative – purchasing cooperative, additional member information required.
- ☒ Finance Advisory Council COOP
- ☒ Human Resources Advisory Council Coop
- ☒ Purchasing Advisory Council COOP
- ☒ Region One Purchasing Cooperative - purchasing cooperative, additional member information required
- ☒ SubHub - is a service provided by the Region One ESC to help schools recruit and retain a qualified pool of certified substitute teachers to fill existing vacancies within schools. This service is an absence management system and a substitute placement system for district/charter schools associated with our program
- ☒ Texas Energy Center - purchasing cooperative, additional member information required Present Term: [insert term]
- ☒ TutorHub - TutorHub is a new service provided by Region One ESC to assist district/charter schools in the recruitment and placement of high-quality trained tutors that will provide supplemental targeted instruction to address students needs. TutorHub provides trained tutors to implement accelerated instruction through high impact tutoring. The TutorHub tutor initiative is to support district/charter schools in addressing learning loss by meeting the requirements for HB 4545.

Technology Solutions

- ☒ Ascender Student and Administrative Software
- ☒ CyberOne Cooperative - Cybersecurity training, services, and support; volume purchase discounts on cybersecurity products and services
- ☒ Discovery Education Streaming
- ☒ Distance Learning Consortium
- ☒ DMAC Software License – suite of Internet hosted multi-user software applications Eduphoria Premium Suite Edition including TEKSBank; district on-site software training; data analysis training for teachers; teacher and administrator recorded webinars on software and updates
- ☒ E-Learning Courses – annual subscription; E-Learning content, workshops useful for viewing E-Learning content; utilization and completion reporting for E-Learning content specified in selected subscription; technical support for E-Learning courses specified in selected subscription
- ☒ E-Rate Consulting – Federal E-Rate Category One/Two Program Management Service.
- ☒ Library Services & Instructional Resources Cooperative – online subscription databases/services and additional library resources/services
- ☒ Megabyte – Professional development, certification opportunities, conferences, EdTech trends and updates
- ☒ PEIMS Cooperative
- ☒ OmniSuite PD System – Professional Development System via hosted online subscription
- ☒ ORION Consortium – High-speed Internet access
- ☒ ORION Consortium, DDoS Mitigation Services – High-speed Internet access

- ☒ Software and Database Development – provide professional development system via hosted online subscription
- ☒ Zoom Technology – Video conference software licenses, administrator account to Zoom platform, consulting and support on the management of licenses and software.

This list may be subsequently amended to include and/or remove goods or services. Depending on the goods/services selected by the Member, additional documents may be provided for execution by Member.

This Exhibit A supersedes any prior Exhibit A entered into between Region One and Member pursuant to the Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of _____, 20_____.

Approved as to form:
O'Hanlon, Demerath & Castillo
By: _____
Kevin O'Hanlon

REGION ONE ESC
By: _____

Print Name: Dr. Daniel P. King

Title: Executive Director

Date: _____

MEMBER
By: _____

Print Name: Debbie Crane Aliseda

Title: Board President

Date: _____

EXHIBIT B
MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement ("Agreement") is made by and between Region One Education Service Center ("Region One") and McAllen Independent School District ("Member"), (collectively referred to as the "Parties") acting herein by and through their respectively authorized officers or employees.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS, the Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

NOW THEREFORE, in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. TERM: This Agreement is effective from the date of the last signature and shall automatically renew for services and/or goods selected for successive one-year terms unless either party gives sixty (60) days prior written notice of non-renewal. Notice of such non-renewal shall be sent according to Paragraph 13. If Member desires to elect to purchase different goods and/or services pursuant to this Agreement, Member shall complete the Annual Renewal Form, a copy of which is attached hereto as Exhibit B, in accordance with the instructions contained therein. The conditions set forth herein shall apply to the initial term and all subsequent renewals.

2. TERMINATION: Either party will be in default of this Agreement if such party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting party. In the event of default, the non-defaulting party, upon written notice to the defaulting Party, may terminate this Agreement for cause as of the date specified in the notice, and may seek other relief as provided by law. Region One or the Member may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to the other party. The Member agrees to pay an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid. The Member acknowledges that some service contracts accompanying this Agreement may not be subject to early termination and therefore early termination in such situations is void.

3. SCOPE: The scope of this Agreement is limited to the purchase of goods and/or services, other than engineering or architectural services or construction services, governed by the contracts between Region One and vendors offering such services/goods. The purchase of goods includes the purchase of any services reasonably required for the installation, operation, or maintenance of the goods. The Member acknowledges and agrees that the terms of the contracts between Region One and the vendors providing such goods and/or services are incorporated as if they were fully set out herein. The Member shall abide by the terms of the contracts for the goods/services the Member elects to purchase.

4. ELECTION OF GOODS AND/OR SERVICES: A list of the goods/service available for contracting through this Agreement is contained in the Election of Goods and/or Services Form, attached hereto as Exhibit A. Upon entering into this Agreement, the Member shall indicate on the Election of Goods and/or Services all goods and/or services the Member seeks to purchase for the initial term of this Agreement. For any subsequent renewals, the Member will complete the Annual Renewal Form.

5. RELATIONSHIP: The relationship between the Parties is that of independent contractor. Neither party has the authority to bind the other in any manner.

6. MEMBER RESPONSIBILITIES: The Member understands that certain federal requirements involve circumstances unique to the Member's transaction and must be completed by the Member. At the time of procurement, specific information about the Member's transaction is unavailable to Region One, including the funding source to be used, the total value of the transaction, any specific requirements of a particular grant, or the Member's local policy requirements. As a result, the Member is ultimately responsible for compliance with certain applicable requirements and is advised to consult with the Member's legal counsel or granting agency to confirm compliance with any applicable regulations. Depending on the value or nature of a specific transaction, specific grant conditions, or other requirements, the Member may be required to:

a. Maintain written procedures regarding conflicts of interest of employees engaged in the selection, award, and administration of contracts or purchasing;
b. Avoid the purchase of unnecessary or duplicative items;
c. Prepare an Independent Estimate and conduct a Cost and Price Analysis where the total cost of any transaction will exceed the simplified acquisition threshold, and negotiate profit as a separate cost item (if a cost analysis is performed);
d. Take any necessary steps to ensure minority businesses, women's businesses, and labor surplus area firms are used when possible (i.e. dividing a project into smaller tasks or quantities to maximize participation by small, minority, and women owned businesses); and/or
e. Ensure compliance with provisions related to recovered materials and domestic preferences.

7. COOP MEMBERSHIP: The Member understands that by executing this Agreement it agrees to be a member of the Region One Coop.

8. CURRENT REVENUES: The Member hereby warrants that all payments required of it pursuant to this Agreement shall be made from current revenues budgeted and available to the Member.

9. PAYMENT TERMS: Invoices are generated upon selection of goods/services. Invoices shall be payable to Region One in accordance with the provisions of the Prompt Pay Act Texas Government Code Chapter 2251, within forty-five (45) days after the Member's receipt of the invoice and delivery of the goods or services, and interest shall be payable by the Member on all past due amounts at the rate specified in Section 2251.025(b), Texas Government Code.

10. SOFTWARE SERVICES: Should the Member elect to purchase any of the software services offered by Region One, the Member understands that it may be required to execute a license agreement for such software. If a license agreement is required for purchase and use of any software, the Member agrees to execute such agreement in a timely manner.

11. ENERGY COOPERATIVES: As detailed in the corresponding contract documents for any energy cooperatives, Member's membership in such groups is coterminous with Region One's membership.

12. OWNERSHIP OF WORK PRODUCT: All work product, including any concepts, products, research, reports, studies, data, or other documents, drawings or materials prepared by Region One in the performance of its obligations under this Agreement shall not be works for hire and shall remain the exclusive property of Region One. Any programs, data or other materials furnished by Region One for use by Member in connection with the Services performed under this Agreement will remain Region One's property, subject to any superseding licensing agreement or intellectual property rights of third parties.

13. NOTICE: Any notice required or permitted by this Agreement must be in writing and addressed to the party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, (iii) received by facsimile, or (iv) received by email.

To Region One [need information]

To Member:
Dr. Rene Gutierrez
Name
Rene.Gutierrez@mcallenisd.net
E-Mail Address

14. AMENDMENTS: Region One may, from time to time, amend the terms of this Agreement including a change in program selection and an adjustment in the program fees, as may be necessary for the reasonable supervision and administration of this Agreement and to defray its reasonable administrative costs. No amendment shall become effective until the beginning of the next renewal term; provided, Region One has given not less than 60 days written notice. On an annual basis, Member will be expected to execute an Annual Renewal Form, a copy of which is attached hereto as Exhibit B, and may make changes to the goods/services it purchases except where not allowable under a specific program. Member is responsible for providing Region One with evidence that Exhibit B is duly authorized and payable from current appropriated funds of Member's governing body.

15. AUTHORIZATION: By entering into this Agreement, Member certifies that it has received board authorization for all expenditures for services and/or goods provided pursuant to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of _____, 20_____.

Approved as to form:
O'Hanlon, Demerath & Castillo
By: _____
Kevin O'Hanlon

REGION ONE ESC
By: _____

Print Name: Dr. Daniel P. King

Title: Executive Director

Date: _____

MEMBER
By: _____

Print Name: Debbie Crane Aliseda

Title: Board President

Date: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1014 Advertising, Marketing, Media and Related Products and Services (Round 1)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for advertising, marketing, media and related products and services. This Request for Proposal is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Two hundred sixty-seven (267) vendors were invited to submit proposals, and three (3) vendors responded, including one (1) no-bid response and one (1) non-responsive. The evaluation committee, comprised of Mark May, Director for Marketing & Communications; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Krystal Mercado, Senior Buyer evaluated the proposals. Administration is recommending that the one (1) vendor listed on the attached list be awarded.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1014 Advertising, Marketing, Media and Related Products and Services (Round 1), and award vendors on the attached list, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Mark May
Mark May (Mar 6, 2024 14:43 CST)

For further information contact:
Name: Mark May, Director for Marketing & Communications
Office: 956-618-6023
email: Mark.May@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 6, 2024 15:00 CST)

Superintendent of Schools

Request for Proposal 2024-1014 Advertising, Marketing, Media and Related Products and Services (Round 1)

No.	Responding Supplier	City	State	Recommendation
1	Triggers Media, LLC	Edinburg	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action of Request for Proposal No. 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 18)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for fine arts equipment, supplies, related producs, and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG") Section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards". This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' ("Board") approval. Fifty-seven (57) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Four hundred eighty-four (484) vendors were invited to submit proposals, and twelve (12) vendors responded, including eight (8) no-bid responses and three (3) previously awarded (with no changes). The evaluation committee, comprised of Debra Loya, Director of Fine Arts; Jessica Riojas, Fine Arts Bookkeeper; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Krystal Mercado, Senior Buyer, evaluated the proposals. Administration is recommending the one (1) vendor listed on the attached list to be awarded for a total of fifty-eight (58) vendors, on this RFP.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 18), and award the vendor on the attached list, for a coterminous term through June 30, 2025.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Debra Loya (Mar 6, 2024 15:27 CST)

For further information contact:
Name: Ms. Debra Loya, Director of Fine Arts
Office: 956-618-6085
email: Debra.Thomas@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 7, 2024 14:39 CST)

Superintendent of Schools

Request for Proposal 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 18)

No.	Responding Supplier	City	State	Recommendation
1	Harrah, LLC	Plano	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Contract Training Agreement No. 2024-309 CyberPatriot Camps with South Texas College.

REFERENCE: Goal 1 - Goal 1: Student Achievement/Student Focus Strategy 6: Future-Ready Students

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

South Texas College ("STC") offers middle and high school students the summer CyberPatriot Camps ("Camps") are to inspire students toward careers in Cybersecurity or other Science, Technology, Engineering, and Mathematics ("STEM") disciplines critical to our nation's future. The students will receive twenty (20) hours of beginners or advanced training in cyber education utilizing a curriculum from the Air Force Association's National Youth CyberEducation Program. The Camps emphasize fun, hands-on learning of cybersecurity principles that are relevant and applicable to everyday life. Additionally, students learn the importance of cyber safety and how to protect their personal devices and information from outside threats.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Camps are offered through STC in partnership with Advanced Academic Services. Sixty (60) students and three (3) District teacher chaperone's will participate in the Camps. All participants will receive meals. The cost per student is $182.00 for the beginners camp and $224.00 for the advanced camp. The Camps will be held at STC and run from June 10, 2024 through June 20, 2024.

LEGAL REVIEW:

The agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds have been budgeted through Advanced Academic Services and Gifted and Talented Funds. The total program participation cost will be $12,180.00

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Contract Training Agreement No. 2024-309 CyberPatriot Camps with South Texas College from June 10, 2024 through June 20, 2024.

Attachment: ☑

SUBMITTED BY: Karen Nitsch(Adv Academics) **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Mrs. Karen NItsch, Director for Advanced Academic Services
Office: (956) 618-6059
eMail: karen.nitsch@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 7, 2024 08:40 CST)

Superintendent of Schools

CONTRACT TRAINING AGREEMENT
South Texas College

This **Contract Training Agreement** ("Agreement") is made and entered into as of the 15th day of January, 2024 (the "Effective Date") and is by and between **SOUTH TEXAS COLLEGE** (**STC**), an institution of higher education authorized by the laws and Constitution of the State of Texas, and **MCALLEN INDEPENDENT SCHOOL DISTRICT (ISD)**, a Texas public school district.

WHEREAS, the ISD requires training and educational services, as more fully described in **Attachment "A,"** and STC has the expertise, resources, personnel, and experience required to provide such services;

WHEREAS, this Agreement is of mutual interest and benefit to STC and the ISD;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the ISD and STC (sometimes collectively referred to herein as the "Parties") agree as follows:

1. Services and Fees

a. During the term of this Agreement, STC shall provide training services to the ISD as set forth in **Attachment "A"** (the "Services") which is incorporated herein by reference. The Services may be modified, reduced or expanded with the advance written consent of the Parties. If there is any conflict between the terms and conditions of the Services described in **Attachment "A"** and those contained in the body of this Agreement, the terms of the Agreement shall control.

b. The ISD shall pay STC for the Services in accordance with the terms and conditions set forth in **Attachment "A."**

2. STC's Responsibilities and Representations

a. STC represents that all persons connected with STC who are directly in charge of providing the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

b. STC represents that to the best of its actual knowledge, as a result of providing the Services, there are no conflicts of interest between the ISD and any other person or entity for whom STC is providing or has provided training services. If, during the course of this Agreement, STC becomes aware of facts that constitute or may reasonably lead to a conflict of interest, STC shall promptly notify the ISD.

c. Except as may be expressly set forth in **Attachment "A**," STC represents that its performance does not depend on the acquisition of rights from any third party and that the conveyance of any deliverables described as part of the Services will not knowingly infringe on the intellectual property rights of any third party.

d. STC shall: i) designate an administrator to oversee and administer STC's performance of the Services; ii) provide one or more qualified trainers, training materials and equipment appropriate for the Services; iii) assume full responsibility for complying with the requirements of the U.S. Copyright Act with respect to any training materials provided by STC in connection with providing the Services; iv) ensure that any facilities that will be used for the Services will be open and ready for use on the date(s) and time(s) specified for the Services, if the Services will take place at STC; and v) provide certificates of completion for the participants who complete the training requirements as outlined in the Services.

3. ISD's Responsibilities and Representations

The ISD shall: i) designate a contact person to communicate with STC about any specific requirements of the training program for which the Services are being provided and in connection with general planning and coordination; ii) refrain from copying, reproducing, creating derivative works, publishing, or further distributing any training materials provided by STC; iii) make all required payments to STC in accordance with the Texas Prompt Payment Act (Texas Govt. Code Chapter 2251); and, iv) pay 25% of the total fee to STC if the ISD cancels the Services within 30 days of the first day on which the Services were to be provided, unless the cancellation is permitted by the terms of this Agreement.

4. Default and Termination

a. If a party breaches this Agreement, the other party may, so long as such party has not caused the breach, terminate this Agreement upon ten (10) days written notice describing the details of the breach. The termination shall, however, not be effective if the breach is fully cured prior to the end of the ten-day period.

b. STC or ISD may for any reason, or no reason, terminate this Agreement at any time upon giving thirty (30) days advance written notice to the other party. If either party terminates this Agreement for convenience, it shall have no liability to the other party of any kind other than refunding any sums paid for any services that were not performed.

c. The ISD acknowledges and agrees that by providing the Services, STC is not making any representation or warranty concerning the ISD's future performance or success and that STC is not responsible in any way for the operation of the ISD's business.

d. If STC breaches its obligations under this Agreement, the ISD's sole and exclusive remedy will be limited to, at STC's option, the correction or replacement of any of the Services or to the repayment of the portion of the compensation paid by the ISD corresponding to the non-conforming Services. STC shall not be liable to the ISD for any other damages, either special, direct, indirect, incidental, consequential or otherwise, and in no event shall the liability of STC exceed the total amount paid by the ISD under this Agreement.

e. Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

5. Miscellaneous

a. The relationship created by this Agreement shall be that of independent contractor. Nothing in this Agreement shall be read to make the employees or agents of either party an employee or an agent of the other.

b. This Agreement constitutes all representations, oral and written, of the work to be performed, replaces all previous agreements, and constitutes the entire agreement between the Parties; this Agreement may be modified only in writing, signed by each party, after reasonable notice.

c. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addresses set out below; shall have been electronically transmitted with proof of transmission; or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following address:

If to STC: South Texas College
Attn: Olivia de la Rosa, Dean
Continuing Education and Workforce Development
2621 W. Pecan Blvd.
McAllen, Texas 78501

If to ISD: McAllen Independent School District
Attn: Dr. Rene Gutierrez, Superintendent of Schools
200 N. 23rd St
McAllen, Texas 78501

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

d. As a public community college of the state of Texas, STC is immune from actions in tort, except those arising from the use of a motor vehicle. ISD, a public school district, is immune from actions in tort, except those arising from the use and operation of a motor vehicle. Nothing in this Agreement shall be interpreted to constitute a waiver of this immunity by STC or an agreement by the Parties to indemnify or hold each other harmless except as provided for in Section 3.b.

e. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the Parties, as the case may be.

f. STC, as part of an institution of higher education and recipient of federal and state funding, is subject to federal and state civil rights laws and regulations prohibiting it from discriminating on the basis of race, ethnicity, gender, creed, age, disability or Veterans status in any program or activity of STC. This Agreement, and the Services offered pursuant to this Agreement, are subject to the provisions of those laws and regulations, and the ISD agrees that it will cooperate in any civil rights investigation conducted by STC or any external agency regarding the Services or STC's performance of this Agreement.

g. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Each party submits to the exclusive jurisdiction of the courts located in Hidalgo County, Texas for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

h. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party. STC shall not subcontract, either directly or indirectly, any of its responsibilities hereunder without the prior written consent of the ISD.

IN WITNESS WHEREOF, South Texas College and McAllen Independent School District have executed and delivered this Agreement as of the date first above written.

(STC) SOUTH TEXAS COLLEGE:

By: _____
Dr. Ricardo J. Solis
President

By: _____
Dr. Anahid Petrosian
Vice President and Provost

By: _____
Olivia de la Rosa
Dean

(ISD) MCALLEN INDEPENDENT SCHOOL DISTRICT:

By: _____
Debbie Crane Aliseda
Board of Trustees President

Approved as to form:
O'Hanlon, Demerath & Castillo

By: _____
Kevin O'Hanlon

Type of Funding: *Federal __ (if Federal funds, CFDA _____); State __X__; Local __; Private __*

Upon the execution of this Agreement, please return both copies in the envelope provided for your convenience. When all signatures are obtained, one fully executed original will be returned for your records.

ATTACHMENT A
SERVICES AND COSTS

South Texas College will provide 40 hours of Cyber Patriot Camps (Beginners and Advanced) to McAllen ISD participants.

Course No./Name:	Cyber Patriot Camps – Beginners and Advanced
Total No. of Hours:	20 hours – Beginners 20 hours - Advanced
Administrator Responsible:	Hoby Follis
ISD Contact:	Karen B. Nitsch Director of Advanced Academic Services/IB karen.nitsch@mcallenisd.org
ISD Billing Address:	2200 Tamarack Ave, Portable 78 McAllen, TX 78501
Dates:	June 10, 2024 – June 20, 2024
Time:	12:00pm – 5:00pm
Location:	STC Pecan Campus
No. of Participants:	30 participants per camp
Tuition:	Beginners - $102.00 per participant Advanced - $119.00 per participant
Materials/Supplies:	Beginners - $40.00 per participant Advanced- $65.00 per participant
Meals:	$40.00 per participant
Total per Participant:	Beginners - $182.00 per participant Advanced - $224.00 per participant
Total Due:	**$12,180.00**

The minimum cost per group for 30 or fewer students shall remain at $12,180.00 as the "Recovery of Cost" in order for STC to complete training for all remaining participants. Additional participants will be charged at the rate of $406.00 per participant.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Early Termination of Interlocal Agreement No. 2021-194 Educational Experience Affiliation Agreement with The University of Texas Rio Grande Valley

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On March 10, 2021, Agreement No. 2021-194 Educational Experience Affiliation Agreement between The University of Texas Rio Grande Valley and McAllen Independent School District was fully executed.

On March 13, 2023, Agreement No. 2023-150 Educational Experience Affiliation Agreement between The University of Texas Rio Grande Valley and McAllen Independent School District was fully executed, this agreement replaces Agreement No. 2021-194.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is requesting that the Board of Trustees authorize the early termination of Agreement No. 2021-194 Educational Experience Affiliation Agreement with The University of Texas Rio Grande Valley since there is an existing Agreement No. 2023-150 that replaced Agreement No. 2021-194.

LEGAL REVIEW:

This agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The administration recommends that the Board of Trustees approve Early Termination of Interlocal Agreement No. 2021-194 Educational Experience Affiliation Agreement with The University of Texas Rio Grande Valley.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Office: (956) 618-6048
eMail: rosalba.dehoyos@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Mar 5, 2024 14:49 CST)

Superintendent of Schools

AGREEMENT FOR EARLY CONTRACT TERMINATION

This agreement is entered into by and between The University of Texas Rio Grande Valley (UTRGV) and McAllen Independent School District (MISD) (collectively the "Parties") as of February 1, 2024.

Recitals

A. UTRGV and MISD are parties to the following agreement governing the terms and conditions under which MISD agrees to host, in its facilities, interns and practicum students from UTRGV:

i. An agreement titled "Educational Experience Affiliation Agreement" dated December 1, 2020, executed by Mr. Rick Anderson and Dr. Janna Arney for UTRGV and by Dr. Jose A. Gonzalez for MISD (MISD Contract #2021-194).

B. Because this agreement may overlap or conflict with the provisions of other agreements between the Parties, the Parties wish to terminate the agreement for the purpose of clarity and wish to do so by agreement to avoid the 180-day notice to terminate provision in the agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, UTRGV and MISD agree as follows:

1. Subject to paragraph 2 below, the agreement described in the above recital numbered i , to which the Parties are the sole parties, is hereby terminated.
2. In the event that any students are currently participating in internships or practicum placements pursuant to the agreements listed in paragraph i above, the agreement shall remain in force and effect only for such students, and only until such students have completed their respective courses of study under the agreement.
3. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas.
4. This Agreement may be executed in multiple counterparts, and any Party may execute any such counterpart, each of which when executed and delivered will thereby be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument.

UNIVERSITY:

By:_____
Luis H. Zayas, Ph.D.
Provost and Senior Vice President for Academic Affairs

Date:_____

FACILITY:

By:_____
Debbie Crane Aliseda
Board of Trustees President

Date:_____

Approved as to form:
O'Hanlon, Demerath, & Castillo

By: _____
Kevin O'Hanlon, Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action of the Job Description for Instructional Support Facilitator

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Administration is proposing to create a new position for an Instructional Support Facilitator that will provide instructional, academic, and technical support/assistance to campus leadership/staff that will lead to the creation and maintenance of valid and reliable designation systems which will increase the impact and retention of highly effective teachers, particularly in high need campuses.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This position will also provide support to planning and coordination for decision making that will focus on the attainment of high academic student success and to foster continuous improvement and outline best practices to campuses.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS:

Funds for this position will be paid for from Federal Fund 211.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the job description for Instructional Support Facilitator.

Attachment: ☑

SUBMITTED BY: Olga Mendez (Mar 7, 2024 14:16 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Olga Mendez, Director of Human Resources
Office: (956) 618-6005
Email: olga.mendez2@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 8, 2024 08:03 CST)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action of the Job Description for Executive Director for Human Resources

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Administration is proposing to create a new position for an Executive Director for Human Resources (AM-10) and close the position of Assistant Superintendent for Human Resources after the resignation of the Assistant Superintendent for Human Resources on February 26, 2024. This new position will assist and be responsible for the overall management of the Human Resources department.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This position will also provide leadership in developing and maintaining support systems for ongoing improvement of the Human Resources Department.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

Funds for this position will be paid for from general local funds.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the job description for Executive Director for Human Resources

Attachment: ☑

SUBMITTED BY: Olga Mendez
Olga Mendez (Mar 7, 2024 14:16 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Olga Mendez
Office: (956) 618-6005
Email: olga.mendez2@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 7, 2024 15:53 CST)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action of the Job Description for Registered Dietitian

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Administration is proposing to create a new position for a Registered Dietitian. This position will assist in the coordination of all Child Nutrition programs and services for McAllen ISD with a focus on menu planning, food production, nutrition education, and purchasing planning.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This position will ensure that the Child Nutrition programs meet regulatory and nutritional requirements for students, promote the development of sound nutritional practices, and maintain a safe and sanitary environment. The Registered Dietitian will also achieve financial excellence at both the district level and at every school cafeteria with an emphasis on menu cost and execution, working closely with the procurement team to forecast commodity processing and product sourcing.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

Funds for this position will be paid for from Child Nutrition Funds.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the job description for Registered Dietitian.

Attachment: ☑

SUBMITTED BY: Olga Mendez (Mar 6, 2024 20:13 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Olga Mendez, Director of Human Resources
Office: (956) 618-6009
Email: olga.mendez2@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 7, 2024 14:02 CST)

Superintendent of Schools

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on the McAllen Independent School District February Budget Amendment for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In accordance with TEA budget and accounting procedures guidelines, the District's official budget is comprised of the General Fund which includes Food Service and the Debt Service Fund. The District has administratively opted to officially adopt the Capital Projects Fund budget. The adoption of the budgets associated with these funds, and subsequent amendments, should be approved by the Board of Trustees. The authority to approve a budget or a budget amendment for a grant program, however, lies with the granting agency and not with the District's Board.

The administration will routinely allow amendments of existing budgeted funds between major function levels, in order to accommodate the necessary operations of the requesting department or campus. These amendments usually become necessary due to account coding requirements. These requests allowed at the administrative level are subject to final approval by the Board of Trustees.

The budget amendments are broken down into the following two categories:

1. Revisions – amendments that are necessary because of policy changes or revisions to programs that increase/decrease the budget.

2. Transfers – amendments that are necessary and/or amounts require adjustments but do not increase/decrease the budget.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The budget amendment detail provides explanations for the revisions and transfers.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

	General Fund	Capital Projects Fund
Audited Fund Balance	$ 134,836,211	$16,712,315
Revenues	246,424,775	10,731,649
Expenditures	288,271,668	26,836,322
Preliminary Ending Fund Balance	$ 92,989,318	$607,642

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on the McAllen Independent School District February Budget Amendment for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the McAllen Independent School District February Budget Amendment for the General Fund and Capital Projects Fund for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Iris Luna, RTSBA
Office: (956) 618-6016
eMail: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 5, 2024 14:51 CST)

Superintendent of Schools

McAllen Independent School District
Summary Report as of February 29, 2024
Review of Budget Amendments and Proposed Amendments

GENERAL FUND

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 01/31/2024	Revisions	Transfers	Revised Budget 02/29/2024
Audited Fund Balance	**134,836,211**	**134,836,211**			**134,836,211**
Revenues:					
Local:					
Property Taxes	87,833,337	87,833,337			87,833,337
Interest Income	3,960,000	3,960,000			3,960,000
Other Local Income	2,309,887	2,927,340	409,047		3,336,387
State:	123,728,809	123,728,809	598,138		124,326,947
Federal:	23,679,760	26,931,248			26,931,248
Other Sources:	0	32,182	4,674		36,856
Total Revenues	**241,511,793**	**245,412,916**	**1,011,859**	**0**	**246,424,775**
Expenditures:					
11 Instruction	131,841,014	135,631,248	327,848	(188,896)	135,770,200
12 Inst. Res. & Media Services	3,542,411	3,591,911	12,527	2,170	3,606,608
13 Curriculum Dev. & Inst. Staff Dev.	4,375,854	4,346,662	54,213	(74,847)	4,326,028
21 Inst. Leadership	3,680,515	3,467,583	24,584	28,218	3,520,385
23 School Leadership	13,525,111	13,581,179	101,768	11,413	13,694,360
31 Guid., Counseling & Eval. Ser.	10,227,481	9,825,360	80,462	169,182	10,075,004
32 Social Work Services	2,243,964	2,239,672	8,613	(89,654)	2,158,631
33 Health Services	2,996,732	3,014,678	8,752	(53)	3,023,377
34 Student (Pupil) Trans.	4,230,015	4,850,791	502,053	174,585	5,527,429
35 Food Services	20,250,856	22,807,755	(303,223)		22,504,532
36 Curricular/Extracurricular Act.	10,078,335	11,420,408	77,286	161,869	11,659,563
41 General Administration	8,239,431	8,719,969	50,351		8,770,320
51 Plant Maint. & Operations	19,371,239	22,646,700	21,005	(17,734)	22,649,971
52 Security and Monitoring Serv.	4,848,855	7,227,447	46,194	62,077	7,335,718
53 Data Processing Services	5,738,354	6,611,000	1,141	(228,175)	6,383,966
61 Community Services	112,825	91,537	252	1,654	93,443
71 Debt Service	4,477,486	4,889,909			4,889,909
81 Fac. Acquisition & Const.	15,142,749	20,059,989		(11,809)	20,048,180
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000			40,000
99 Other Intergovernmental Charges	1,048,026	1,048,026			1,048,026
Other Uses	0	1,146,018			1,146,018
Total Expenditures	**266,011,253**	**287,257,842**	**1,013,826**	**0**	**288,271,668**
Preliminary Ending Fund Balance	**110,336,751**	**92,991,285**	**(1,967)**	**0**	**92,989,318**

GENERAL FUND
Revisions

REVENUES:

Local			
	- Instrument Maintenance Fees for Fund 184 Fine Arts	$ 3,265	
	- Contribution of $1 from Students to Attend the Valley Symphony Orchestra for Fund 184 Fine Arts	2,697	
	- Holiday Spectacular Ticket Sales for Fund 184 Fine Arts	3,085	
	- Insurance Proceeds from Severe Weather Windstorm on April 29, 2023 for Fund 199 General Fund	400,000	
			409,047
State			
	- Increase to TRS On-Behalf	$ 598,138	
			598,138
Other Sources			
	- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Library Books and Outside Camera at Rayburn Elementary	$ 4,674	
			4,674
		Grand Total	$ 1,011,859

EXPENDITURES:

Function 11	- Increase to Contracted Maintenance and Repairs for Instruments for Fund 184 Fine Arts	$ 3,265	
	- Increase for Library Books for Fund 199 General Fund	2,000	
	- Increase to TRS On-Behalf	322,583	
			327,848
Function 12	- Increase to TRS On-Behalf	$ 12,527	
			12,527
Function 13	- Increase to TRS On-Behalf	$ 54,213	
			54,213
Function 21	- Increase to TRS On-Behalf	$ 24,584	
			24,584
Function 23	- Increase to TRS On-Behalf	$ 101,768	
			101,768
Function 31	- Increase to TRS On-Behalf	$ 80,462	
			80,462
Function 32	- Increase to TRS On-Behalf	$ 8,613	
			8,613
Function 33	- Increase to TRS On-Behalf	$ 8,752	
			8,752
Function 34	- Increase to Support Staff Overtime for Department of Transportation for Fund 199 General Fund	$ 400,000	
	- Increase to TRS On-Behalf	102,053	
			502,053

GENERAL FUND
Revisions

Function 35	- Decrease to TRS On-Behalf	$ (303,223)		
				(303,223)
Function 36	- Increase to Student Travel for Fund 184 Fine Arts to Attend the Valley Symphony Orchestra	$ 2,697		
	- Increase to Rentals for Fund 184 Fine Arts for Holiday Spectacular	3,085		
	- Increase to TRS On-Behalf	71,504		
				77,286
Function 41	- Increase to TRS On-Behalf	$ 50,351		
				50,351
Function 51	- Increase to TRS On-Behalf	$ 21,005		
				21,005
Function 52	- Transfer from Fund Balance for Fund 199 General Fund - Asset Forfeiture Carry-Forward from 2022-2023	$ 1,967		
	- Increase for Outside Camera for Fund 199 General Fund	2,674		
	- Increase to TRS On-Behalf	41,553		
				46,194
Function 53	- Increase to TRS On-Behalf	$ 1,141		
				1,141
Function 61	- Increase to TRS On-Behalf	$ 252		
				252
		Grand Total		$ 1,013,826

McAllen Independent School District
Summary Report as of February 29, 2024
Review of Budget Amendments and Proposed Amendments

CAPITAL PROJECTS

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 01/31/2024	Revisions	Transfers	Revised Budget 02/29/2024
Audited Fund Balance	**16,712,315**	**16,712,315**			**16,712,315**
Revenues:					
Local					
Other Local Income	11,000,000	9,585,631			9,585,631
Other Sources	0	1,146,018			1,146,018
Total Revenues	**11,000,000**	**10,731,649**	**0**	**0**	**10,731,649**
Expenditures:					
36 Curricular/Extracurricular Act.		163,615			163,615
51 Plant Maint. & Operations	247,463	399,352		79,941	479,293
52 Security and Monitoring Serv.		79,468			79,468
81 Fac. Acquisition & Const.	11,994,868	26,193,887		(79,941)	26,113,946
Total Expenditures	**12,242,331**	**26,836,322**	**0**	**0**	**26,836,322**
Preliminary Ending Fund Balance	**15,469,984**	**607,642**	**0**	**0**	**607,642**

CAPITAL PROJECTS FUND
Revisions

REVENUES:

- None for February 2024

Grand Total $ -

EXPENDITURES:

- None for February 2024

Grand Total $ -

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Report Regarding 2023-2025 School Safety Standards Formula Grant and 2023-2025 Safety and Facilities Enchancement (SAFE) Grant, Cycle 1 Update

REFERENCE: Goal 4 Financial Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION: This is an update regarding the 2023-2025 School Safety Standards Formula Grant and 2023-2025 Safety and Facilities Enchancement (SAFE) Grant, Cycle 1.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

None

LEGAL REVIEW:

None Required

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

The Report Regarding 2023-2025 School Safety Standards Formula Grant and 2023-2025 Safety and Facilities Enchancement (SAFE) Grant, Cycle 1 update is submitted to the Board for informational purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: Laura Williams
Laura Williams (Mar 6, 2024 07:46 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Ms. Laura Williams, Director of Purchasing Services
Office: 956-657-4480
eMail: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 6, 2024 14:00 CST)

Superintendent of Schools

Report Regarding 2023-2025 School Safety Standards Formula Grant and 2023-2025 Safety and Facilities Enhancement (SAFE) Grant, Cycle I Update

2023-2025 Safety and Facilities Enhancement (SAFE) Grant, Cycle 2

Laura Williams, Director for Purchasing Services

March 18, 2024

Purpose:

- To assist school districts in replacing or upgrading doors, windows, fencing, communications, and other safety measures as outlined in the proposed amendment to 19 Texas Administrative Code (TAC) Chapter 61, Subchapter CC, 61.1031, School Safety Requirements.

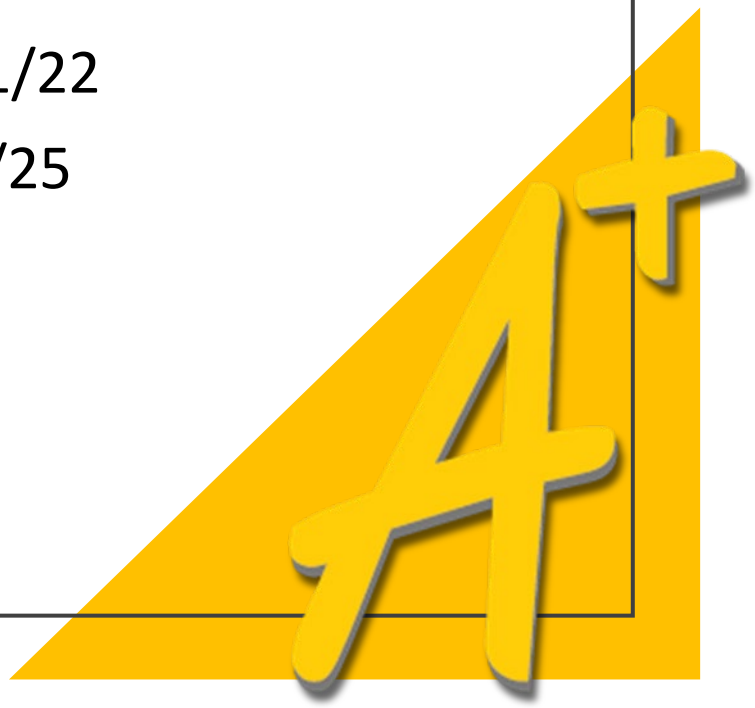
Eligibility Criteria:

- Public School Districts and charter schools with at least one student enrolled from the October 2021 PEIMS fall snapshot submission



2022-2025 School Safety Standards Formula Grant

- **Allocation:** $913,386.00
- **Pre-award:** June 1, 2022
- **Grant Start Date:** 06/01/22
- **Grant End Date:** 04/30/25



School Safety Standards Grant		
	Description	**Budget**
	REVENUE	**$ 913,386.00**
6200	**Contracted Services**	**$ 285,794.00**
	Reclass 092823	$ (36,980.79)
	FMO American Fence 042	$ (2,180.00)
Balance		**$ 246,633.21**
6300	**Supplies & Materials**	**$ 250,536.00**
	Reclass 092823	$ (56,397.40)
	JABIS Security	$ (7,100.00)
Balance		**$ 187,038.60**
6600	**Capital Outlay**	**$ 377,056.00**
	Reclass 092823	$ (165,503.00)
	FMO American Fence 001 002	$ (77,720.00)
	FMO American Fence 007	$ (10,695.00)
	FMO American Fence 120	$ (7,849.00)
Balance		**$ 115,289.00**

MCALLEN INDEPENDENT SCHOOL DISTRICT

2023-2025 Safety and Facilities Enhancement (SAFE) Grant, Cycle 1

- **Allocation:** $3,460,752.00
- **Begin Date:** 12/1/2023
- **End Date:** 7/31/2025



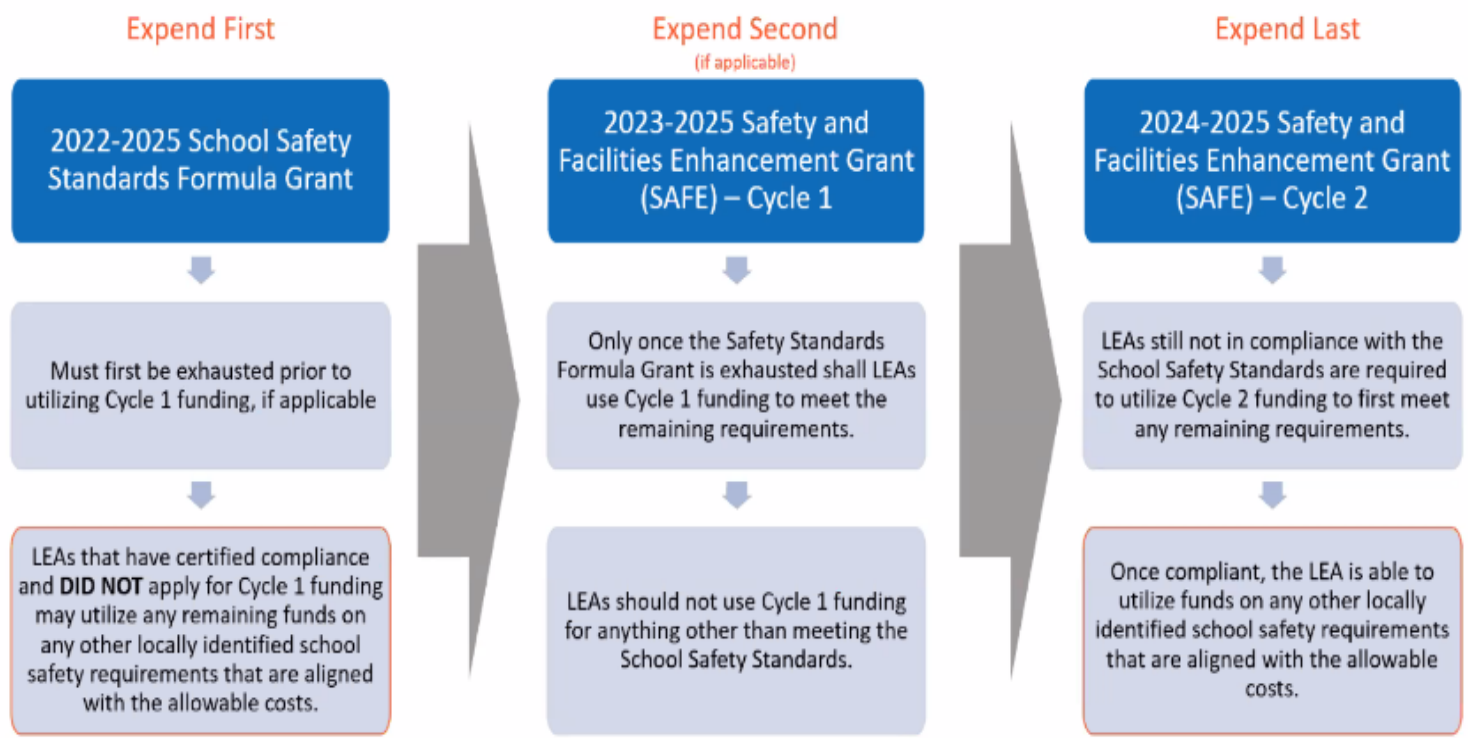
Safety and Facilities Enhancement (SAFE) Grant Cycle 1		
	Description	**Budget**
	REVENUE	$ 3,460,752.00
6200	Contracted Services	$ 1,012,291.00
6300	Supplies & Materials	$ 1,052,869.00
6600	Capital Outlay	$ 1,395,592.00

2023-2025 Safety and Facilities Enhancement (SAFE), Cycle 2

- **Pre-award date:** 06/09/23
- **Funding:**
  - $150,000 minimum funding amount per LEA
  - Additional funding based on enrollment (Ages 3-21 PEIMS 2023)



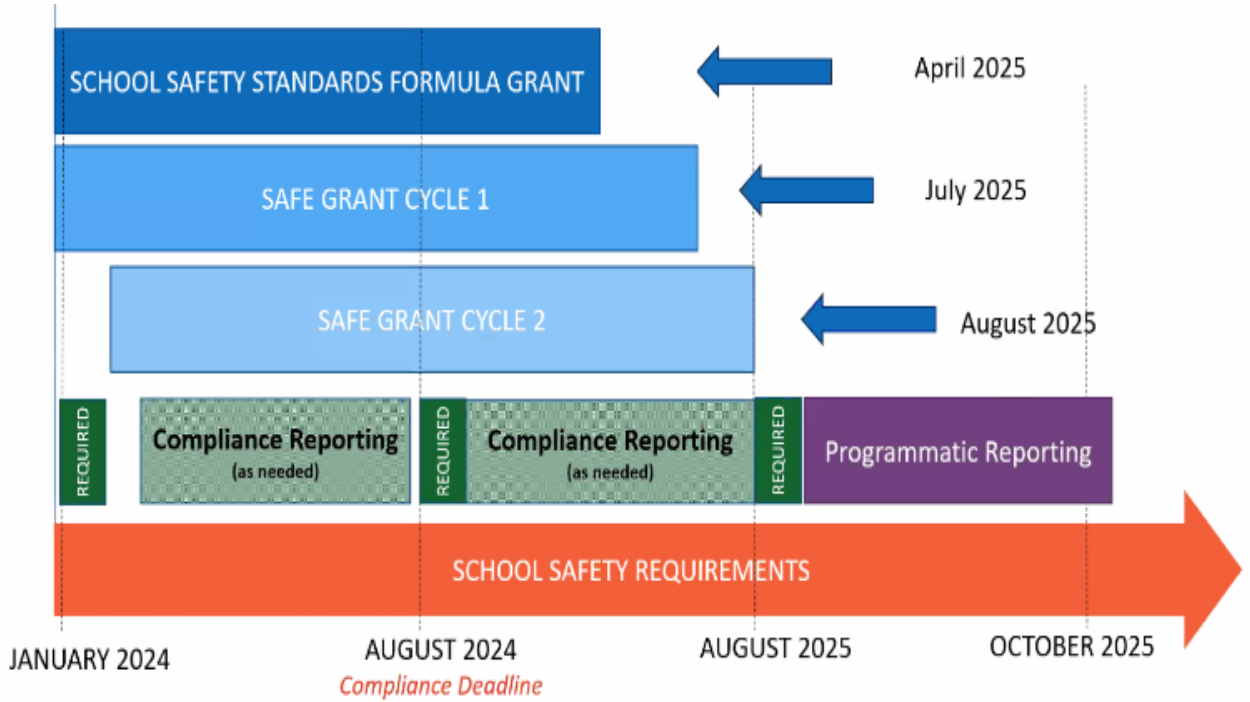
Grants and Order of Use



Allowable Uses:

- Fencing
- Exterior Doors
- Glass Exterior Doors not within a secured area
- Ground Level Exterior Windows
- Silent Panic Alert Technology
- Other required components:
  - Purchase and installation of equipment that allows emergency responder two-way radios to function within most portions of a building
  - Exterior door numbering
  - Exterior secure master key lock box
- Installation of the Aforementioned Components:
  - Contracted installation and payroll for LEA maintenance or operations staff installation
- Other allowable items after the School Safety Standards Rule is met:
  - Security cameras and/or other security equipment
  - Employing school district peace officers
- School safety and security training/planning:
  - Active Shooter and emergency response training
- Provide programs related to suicide prevention, intervention, and postvention
- Metal Detectors
- Two-way radio systems
- Electronic door-locking systems

Grant and Compliance Timelines



McALLEN
INDEPENDENT SCHOOL DISTRICT

Thank You!

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action to approve Change Order No. 1 to Contract No. 2024-255 McAllen Veterans Memorial Stadium Fiber Installation Operations at New Press Box through Competitive Sealed Proposal No. 2024-1016

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On October 30, 2023 the Board of Trustees approved the ranking for the selection of General Contractor, approved Administration to begin negotiations with the highest ranked contractor, and authorized Superintendent to execute a contract for Competitive Sealed Proposal ("CSP") No. 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box. Administration reached negotiations and executed a contract with Network Cabling Services Inc.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Network Cabling Services Inc. has requested additional ten (10) days to complete the project.

LEGAL REVIEW:

Change order has been approved by Legal Counsel.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approves Change Order No. 1 to Contract No. 2024-255 McAllen Veterans Memorial Stadium Fiber Installation Operations at New Press Box through Competitive Sealed Proposal No. 2024-1016.

Attachment: ☑

SUBMITTED BY: Judith Escamilla
Judith Escamilla (Mar 6, 2024 16:12 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Judith Escamilla, Executive Director of Technology
Office: (956) 632-3238
email: judith.escamilla@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 6, 2024 16:39 CST)

Superintendent of Schools

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* CSP 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box (Owner Contract 2024-255)	**CONTRACT INFORMATION:** Contract For: General Construction Date: October 30, 2023	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: February 29, 2024
OWNER: *(Name and address)* McAllen Independent School District, a public school district and political subdivision of the State of Texas 2000 North 23rd Street McAllen, Texas 78501	**ARCHITECT:** *(Name and address)* Halff Associates Inc 5000 W Military Hwy # 100 McAllen, TX 78503 Any reference to "Architect" herein shall mean "Engineer."	**CONTRACTOR:** *(Name and address)* Network Cabling Services, Inc. Mark Veltri, Chief Operating Officer 12626 Fuqua Street Houston, TX 77034 Email: mveltri@ncs-tx.com Telephone: (281) 484-1777

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contractor has requested 10 additional working days to complete and test additional fiber strands.

The original Contract Sum was	$	141,816.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	141,816.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	141,816.00

The Contract Time will be increased by Ten (10) days.
The new date of Substantial Completion will be not later than twenty-three (23) calendar days from the date of commencement of the Work.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Not Necessary for this Change Order **ARCHITECT** *(Firm name)*	Network Cabling Services, Inc. **CONTRACTOR** *(Firm name)*	McAllen Independent School District **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
N/A **PRINTED NAME AND TITLE**	Mark Veltri, Chief Operating Office **PRINTED NAME AND TITLE**	Dr. Rene Gutierrez,, Superintendent **PRINTED NAME AND TITLE**
N/A **DATE**	**DATE**	**DATE**

Approved as to form:
O'Hanlon, Demerath & Castillo

By: _____
Kevin O'Hanlon

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the 30 day of October in the year 2023
(In words, indicate day, month and year.)

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

McAllen Independent School District, a public school district and political subdivision of the State of Texas
2000 North 23rd Street
McAllen, Texas 78501

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

Network Cabling Services, Inc.
Mark Veltri, Chief Operating Officer
12626 Fuqua Street
Houston, TX 77034
Email: mveltri@ncs-tx.com
Telephone: (281) 484-1777

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

CSP 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box (Owner Contract 2024-255)

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

Halff Associates Inc.
5000 W Military Hwy # 100
McAllen, TX 78503

*In this Agreement, any reference to "Architect" herein shall mean "Engineer."

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:
(1162049123)

TABLE OF ARTICLES

E THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A MODIFIED AIA DOCUMENT A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
EXHIBIT B CONTRACTOR'S PROPOSAL
EXHIBIT C ADDEMDUM 1 WITH GENERAL TERMS AND CONDITIONS CONSTRUCTION REVISED
EXHIBIT D PAYMENT AND PERFORMANCE BONDS
EXHIBIT E CONTRACTOR'S INSURANCE CERTIFICATES
EXHIBIT F DRAWINGS/SPECIFICATIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, General Conditions of the Contract, Supplementary Conditions, and other Conditions, and Project Manual to the extent they are consistent with other portions of the Contract Documents, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. The order of precedence of the Contract Documents shall be as set out in Section 1.2.4 of the AIA Document A201-2017.

§ 1.2 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorities to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or other Board designee.

§ 1.3 The Board designates the authorized representatives identified in Paragraph 8.2 to act on its behalf in other respects.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

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User Notes: (1162049123)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than THIRTEEN (13) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Forty-One Thousand, Eight Hundred Sixteen and 00/100 141, 816.00 , this amount includes the contingency allowance listed in Section 4.3 and is subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency	$15,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work:
TWO-HUNDRED FIFTY AND 00/100 DOLLARS ($250.00).

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any local government party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each government party hereto pursuant to the provisions of Texas Local Government Code §271.903.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment 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.

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

§ 5.1.3 The Contractor shall submit monthly Applications for Payment to the Architect not later than the last day of each month, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. The Architect will have seven business days to approve the Contractor's Application and submit its Certificate for Payment to the Owner. The Architect may require from the Contractor any additional information required by the Contract Documents and deemed necessary to substantiate the Application for Payment. The Owner shall pay to the Contractor, the certified undisputed amounts in the Payment Application to the Contractor not later than 30 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets twice a month or more, and 45 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets only once per month.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to

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substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work, as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;

.2 If approved in advance by the Owner, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, or amounts certified by the Architect and disputed by the Owner; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

Five Percent (5%) if the amount set forth in Section 4.1 above for the Contract Sum is at least Four Hundred Thousand Dollars ($400,000) and Ten Percent (10%) if the amount is less than Four Hundred Thousand Dollars ($400,000)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon approval of its Board of Trustees and acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 5.1.7.3
(Paragraphs deleted)

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Retainage is not due to the Contractor until thirty-one (31) days after Final Payment for the Work as set out in Section 9.10 of AIA Document A201-2017.

(Paragraph deleted)
§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts, and fees at any time.

§5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost of completing incomplete Work and the value of unsettled claim.

§ 5.2 Final Payment
§ 5.2.1 Final payment, shall not be made by the Owner to the Contractor until:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 all conditions precedent to final payment have been fulfilled including those listed in Section 9.10.2 of the AIA Document A201–2017;

.3 Contractor has submitted a signed document indicating consent of its Surety to Final Payment;

.4 Contractor has provided the following documents:

.1 Written certifications that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state, or local standards, laws, codes, rules, and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout;

.2 Final list of Subcontractors (AIA Document G705);

.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, if required;

.4 Contractor's warranties;

.5 Maintenance and Instruction Manuals;

.6 Owner's Final Completion Certificate;

.5 a final Certificate for Payment has been issued by the Architect.

.6 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest
(Paragraphs deleted)
Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect 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.

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.

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§ 6.2 Binding Dispute Resolution

For any Claim not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[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 by litigation in a court of competent jurisdiction.

This Agreement is governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Hidalgo County, Texas.

§ 6.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Mr. Ruben Trevino
Executive Director of Facilities, Maintenance, and Operations
McAllen Independent School District
2000 N. 23rd St.
McAllen, Texas 78501-6126
Phone: 956-618-6000
E-mail: **ruben.trevino@mcallenisd.net**

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Network Cabling Services, Inc.
Mark Veltri, Chief Operating Officer
12626 Fuqua Street
Houston, TX 77034
Email: Email: mveltri@ncs-tx.com

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Telephone: (281) 484-1777

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction, and elsewhere in the Contract Documents. The Contractor's insurance certificates are attached hereto as Exhibit E.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017, Article 11 of the AIA Document A201™–2017, General Conditions of the Contract of Construction,, and elsewhere in the Contract Documents. The original bonds required herein are attached to this Agreement as Exhibit D, upon execution of the Agreement.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or
(Paragraphs deleted)
in any other format agreed to by the Owner, Contractor and Architect in writing.

§ 8.7 Other provisions:

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

§ 8.7.2 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

§ 8.7.3 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 8.7.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars ($1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

§ 8.7.5 Contractor shall take all actions and shall comply with all federal, state, and local legal requirements.

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

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

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proprietorships.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 Deleted.

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Deleted.

.5 Drawings. The Drawings are those prepared by Halff Associates, Inc., which are listed in the Index of Drawings attached hereto as Exhibit F, which are incorporated herein by reference.

Number	Title	Date

.6 Specifications. The Specifications are those prepared by Halff Associates, Inc., which are listed in the Table of Contents attached hereto as Exhibit F, which are incorporated herein by reference.

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

NOTE: Any Supplementary Conditions or other Conditions of this Contract listed above, the Project Manual or other terms or conditions attempted to be incorporated into this Contract, which contradict or conflict with the terms of this document or the terms and conditions set out in the AIA Document A201™–2017, General Conditions of the Contract for Construction shall be void and subordinate to the terms set out in the AIA Document A201™–2017, General Conditions of the Contract for Construction.

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.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

EXHIBIT A	**MODIFIED AIA DOCUMENT A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**
EXHIBIT B	**CONTRACTOR'S PROPOSAL**
EXHIBIT C	**ADDEMDUM 1 WITH GENERAL TERMS AND CONDITIONS CONSTRUCTION REVISED**
EXHIBIT D	**PAYMENT AND PERFORMANCE BONDS**
EXHIBIT E	**CONTRACTOR'S INSURANCE CERTIFICATES**
EXHIBIT F	**DRAWINGS/SPECIFICATIONS**

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

René Gutierrez	Mark Veltri (Dec 20, 2023 14:23 CST)
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Rene Gutierrez, Superintendent McAllen Independent School District	**Mark Veltri, Chief Operating Officer** Network Cabling Services, Inc.
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:38:52 CT on 12/19/2023.

PAGE 1

AGREEMENT made as of the 30 day of October in the year 2023

...

McAllen Independent School District, a public school district and political subdivision of the State of Texas
2000 North 23rd Street
McAllen, Texas 78501

...

Network Cabling Services, Inc.
Mark Veltri, Chief Operating Officer
12626 Fuqua Street
Houston, TX 77034
Email: mveltri@ncs-tx.com
Telephone: (281) 484-1777

...

CSP 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box (Owner Contract 2024-255)

~~The Architect:~~The Architect*:

...

Halff Associates Inc.
5000 W Military Hwy # 100
McAllen, TX 78503

*In this Agreement, any reference to "Architect" herein shall mean "Engineer."

PAGE 2

~~1~~ E **THE CONTRACT DOCUMENTS**

...

EXHIBIT A ~~INSURANCE AND BONDS~~**MODIFIED AIA DOCUMENT A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

EXHIBIT B **CONTRACTOR'S PROPOSAL**

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EXHIBIT C ADDEMDUM 1 WITH GENERAL TERMS AND CONDITIONS CONSTRUCTION REVISED
EXHIBIT D PAYMENT AND PERFORMANCE BONDS
EXHIBIT E CONTRACTOR'S INSURANCE CERTIFICATES
EXHIBIT F DRAWINGS/SPECIFICATIONS

...

~~The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.~~**§ 1.1** The Contract Documents consist of this Agreement, General Conditions of the Contract, Supplementary Conditions, and other Conditions, and Project Manual to the extent they are consistent with other portions of the Contract Documents, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. The order of precedence of the Contract Documents shall be as set out in Section 1.2.4 of the AIA Document A201-2017.

§ 1.2 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorities to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or other Board designee.

§ 1.3 The Board designates the authorized representatives identified in Paragraph 8.2 to act on its behalf in other respects.

PAGE 3

[**X**] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017

...

[**X**] Not later than THIRTEEN (13) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($),~~ One Hundred Forty-One Thousand, Eight Hundred Sixteen and 00/100 141, 816.00 , this amount includes the contingency allowance listed in Section 4.3 and is subject to additions and deductions as provided in the Contract Documents.

PAGE 4

Contingency	$15,000.00

...

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If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work: TWO-HUNDRED FIFTY AND 00/100 DOLLARS ($250.00).

...

Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any local government party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each government party hereto pursuant to the provisions of Texas Local Government Code §271.903.

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 5.1.3 ~~Provided that an Application for Payment is received by~~ The Contractor shall submit monthly Applications for Payment to the Architect not later than the ~~day of a month, the Owner shall make payment of the amount certified~~ last day of each month, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. The Architect will have seven business days to approve the Contractor's Application and submit its Certificate for Payment to the Owner. The Architect may require from the Contractor any additional information required by the Contract Documents and deemed necessary to substantiate the Application for Payment. The Owner shall pay to the Contractor, the certified undisputed amounts in the Payment Application to the Contractor not later than ~~the __ day of the __ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than __ (__) days after the Architect receives the Application for Payment.~~
~~(Federal, state or local laws may require payment within a certain period of time.)~~30 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets twice a month or more, and 45 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets only once per month.
PAGE 5

.1 That portion of the Contract Sum properly allocable to completed ~~Work;~~Work, as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;

.2 ~~That~~ If approved in advance by the Owner, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, ~~if approved in advance by the Owner,~~ suitably stored off the site at a location agreed upon in writing; and

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201–2017;~~ A201–2017, or amounts certified by the Architect and disputed by the Owner; and

...

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Five Percent (5%) if the amount set forth in Section 4.1 above for the Contract Sum is at least Four Hundred Thousand Dollars ($400,000) and Ten Percent (10%) if the amount is less than Four Hundred Thousand Dollars ($400,000)

...

N/A

...

After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon approval of its Board of Trustees and acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~
~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

Retainage is not due to the Contractor until thirty-one (31) days after Final Payment for the Work as set out in Section 9.10 of AIA Document A201-2017.

§ 5.1.8 ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~

§5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts, and fees at any time.

§5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost of completing incomplete Work and the value of unsettled claim.

§ 5.2.1 Final payment, ~~constituting the entire unpaid balance of the Contract Sum, shall~~ shall not be made by the Owner to the Contractor ~~when~~until:

.2 all conditions precedent to final payment have been fulfilled including those listed in Section 9.10.2 of the AIA Document A201–2017;
.3 Contractor has submitted a signed document indicating consent of its Surety to Final Payment;
.4 Contractor has provided the following documents:
.1 Written certifications that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state, or local standards, laws, codes, rules, and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout;
.2 Final list of Subcontractors (AIA Document G705);
.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, if required;
.4 Contractor's warranties;
.5 Maintenance and Instruction Manuals;
.6 Owner's Final Completion Certificate;
.5 a final Certificate for Payment has been issued by the Architect.
.6 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ thirty-one (31) days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~

Payment.

...

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~
~~*(Insert rate of interest agreed upon, if any.)*~~

~~%~~ Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect 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.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~A201–2017.
PAGE 7

For any Claim ~~subject to, but~~ not resolved ~~by,~~ by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

...

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

...

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 by litigation in a court of competent jurisdiction.

This Agreement is governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Hidalgo County, Texas.

§ 6.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

...

~~**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

...

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2000 N. 23rd St.
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Phone: 956-618-6000
E-mail: **ruben.trevino@mcallenisd.net**

...

Network Cabling Services, Inc.
Mark Veltri, Chief Operating Officer
12626 Fuqua Street
Houston, TX 77034
Email: Email: mveltri@ncs-tx.com
Telephone: (281) 484-1777
PAGE 8

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document ~~A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds,~~ A201™–2017, General Conditions of the Contract for Construction, and elsewhere in the Contract Documents. The Contractor's insurance certificates are attached hereto as Exhibit E.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™–2017 Exhibit A,~~ A201™–2017, Article 11 of the AIA Document A201™–2017, General Conditions of the Contract of Construction,, and elsewhere in the Contract Documents. The original bonds required herein are attached to this Agreement as Exhibit D, upon execution of the
Agreement.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or ~~as otherwise set forth below:~~
~~*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

in any other format agreed to by the Owner, Contractor and Architect in writing.

...

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

§ 8.7.2 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

§ 8.7.3 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 8.7.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with

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a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars ($1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

§ 8.7.5 Contractor shall take all actions and shall comply with all federal, state, and local legal requirements.

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

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

PAGE 9

.2 ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~ Deleted.

...

.4 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~Deleted.

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

...

.5 Drawings. The Drawings are those prepared by Halff Associates, Inc., which are listed in the Index of Drawings attached hereto as Exhibit F, which are incorporated herein by reference.

...

.6 Specifications. The Specifications are those prepared by Halff Associates, Inc., which are listed in the Table of Contents attached hereto as Exhibit F, which are incorporated herein by reference.

...

Not Applicable

NOTE: Any Supplementary Conditions or other Conditions of this Contract listed above, the Project Manual or other terms or conditions attempted to be incorporated into this Contract, which contradict or conflict with the terms of this document or the terms and conditions set out in the AIA Document A201™–2017, General Conditions of the Contract for Construction shall be void and subordinate to the terms set out in the AIA Document A201™–2017, General Conditions of the Contract for Construction.

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

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proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

EXHIBIT A **MODIFIED AIA DOCUMENT A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**
EXHIBIT B **CONTRACTOR'S PROPOSAL**
EXHIBIT C **ADDEMDUM 1 WITH GENERAL TERMS AND CONDITIONS CONSTRUCTION REVISED**
EXHIBIT D **PAYMENT AND PERFORMANCE BONDS**
EXHIBIT E **CONTRACTOR'S INSURANCE CERTIFICATES**
EXHIBIT F **DRAWINGS/SPECIFICATIONS**
PAGE 10

Dr. Rene Gutierrez, Superintendent	**Mark Veltri, Chief Operating Officer**
McAllen Independent School District	Network Cabling Services, Inc.

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_____

(Signed)

_____

(Title)

_____

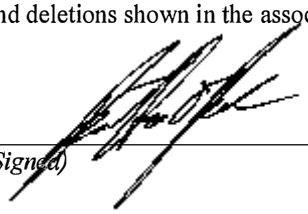
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(Signed)

Counsel for McAllen ISD

(Title)

12/19/2023

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

CSP 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box (Owner Contract 2024-255)

THE OWNER:
(Name, legal status and address)

McAllen Independent School District, a public school district and political subdivision of the State of Texas
2000 North 23rd Street
McAllen, TX 78501

THE ARCHITECT*:
(Name, legal status and address)

Halff Associates Inc.
5000 W Military Hwy # 100
McAllen, TX 78503

THE CONTRACTOR/CONSTRUCTION MANAGER:
(Name, legal status and address)

Network Cabling Services, Inc.
Mark Veltri, Chief Operating Officer
12626 Fuqua Street
Houston, TX 77034
Email: mveltri@ncs-tx.com
Telephone: (281) 484-1777

*In this Agreement, any reference to "Architect" herein shall mean "Engineer."

EXHIBIT A

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

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9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

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Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

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MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Project Manual and the Bid or Proposal Documents prepared and submitted by the Owner and the Contractor's Bid or Proposal submitted by the Contracor, to the extent they do not conflict with the terms of the Agreement, and other documents listed in the Agreement, and Modifications issued after execution of the Contract. 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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, 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. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 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, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under Texas Education Code Chapter 44 and Texas government Code Chapter 2269.

§ 1.1.10 Miscellaneous Other Words

§ 1.1.10.1 Business Day

The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring break, and Winter Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the owner's Administration Building is open only for purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 Calendar Day

A calendar day is a day on the Gregorian calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 Holidays

Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 Work Day

Work days include all calendar days except Holidays, Saturdays and Sundays.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 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 only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 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 parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 During the Course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contract shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Precedence of the Contract Documents

The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1":

.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions – AIA Document A201-2017, as modified by Owner for the Project.

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.4 Agreement – AIA Document A101-2017 or A133-2019, as modified by the Owner for the Project.
.5 Specifications and Drawings.
.6 Bid/Proposal Documents including the Project Manual, Contractor's Bid or Proposal Documents (to the extent such Bid or Proposal submitted by the Contractor is part of the Contract Documents and is not inconsistent with other provisions of the Contract Documents).

§ 1.2.5 Relation of Specifications and Drawings

§ 1.2.5 .1 Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.2 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on the Project by the Architect.

§ 1.2.5.3 When the Work is governed by reference to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.5.4 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are: (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

§ 1.5.1 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 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.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, 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 (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, returned receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given in person, by mail, by courier, or by electronic transmission if a method for electronic transmission (e-mail or facsimile) or other commercially reasonable means will under any of these circumstances, be effective when actually received. Any address for notice may be changed by written noticed delivered as provided in Section 1.6.

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§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or other such form agreed to by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

(Paragraph deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the Board of Trustees of the McAllen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant.

§ 2.1.3 The Contractor acknowledges that no lien rights exist with respect to public property.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Pursuant the requirements of Texas business and Commerce Code Section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site, but shall have no duty to do so. Notwithstanding the forgoing, if the Owner provides such survey, the Contractor shall remain responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the Project site. In the event that the Contractor damages any utilities during construction, the Contractor shall immediately repair the same at its sole cost expense.

§ 2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request.

§ 2.3.6 The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

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§ 2.3.7 Owner's personnel or consultant may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of th number of workman employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.3.8 The Owner (either directly or by contract with the Architect) may furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 2.3.9 The Owner, (directly or by contract with the Architect), when such services are required, in the professional opinion of the Architect, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tsts, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.3.10 The Owner will contract for, independently of the Contractor, the inspection services, the testing construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner as required by the Texas Government Code, Section 2269.058.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is defective or not in accordance with the requirements of the Contract Documents as required by Section 12.2, or repeatedly fails to timely carry out Work in accordance with the Contract Documents or is in default of any of its material obligations hereunder, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been 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. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor is in default in any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents and or fails to correct nonconforming or defective Work as required by Section 12.2, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or such non-conforming or defective Work at the sole cost of the Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or such non-conforming Work, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure to correct such non-conforming or defective Work. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 Nothing contained in this Section 2.5 is intended to limit or modify any obligations under the law or under Contract Documents, including any warranty obligations, expressed or implied.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be authorized to do business in the State of Texas and lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, or in the case of a Construction Manager-at-Risk, the Construction Manager-at Risk, or its authorized representative.

§ 3.1.2 The Contractor shall perform the Work in a good and workmanlike manner and in accordance with the Contract Documents.

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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or Owner's consultants, if applicable, conducted in accordance with the Contract Documents or activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the project site or any improvements located on the project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustments in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 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 2.3.4, 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect 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. Contractor shall not perform any Work it knows involves an error, inconsistency, or omission without further instructions to Contractor revised Construction Documents from the Architect. The exactness of grades, elevations, dimensions or locations given on any Drawings issues by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions or locations shall be promptly rectified by the Contractor without any additional costs to the Owner.

§ 3.2.3 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. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner, in writing providing substantiation for its position.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15; however, nothing in this section shall provide the Contractor with an affirmative claim for damages for delay by Owner or Architect, as such a claim is prohibited under this Contract. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable

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efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense any damage done to lines, cables, pipes, and pipelines identified to Contractor.

§ **3.2.6** The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ **3.2.7** The Owner shall be entitled to deduct from the Contract Sum amounts aid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

§ **3.2.8** The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) unless otherwise provided in the Contract documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall assign a Superintendent who shall make decisions on behalf of the Contractor and its subcontractors. The Superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress. 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 the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 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 for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Sections 756.021, et seq., and shall require any applicable subcontractor to comply all such procedures. Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.6 The Contractor shall review Subcontractor(s) safety programs, procedures and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) any other person or entity *(e.g.* a supplier) including any person or entity with whom the Contractor does not have a contractual

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relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but limited to an rules regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations, and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contract on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agent permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Contractor shall pay fees for public or private water as electrical and other utility service at the site until Substantial Completion of the Work. In the event that the Work will be conducted at an Owner site, where utility services are existing on site and reasonably accessible to the Contractor, the Owner may elect, in writing, to provide and pay for utility service for the Project site. Agreement to pay for such utility service shall not absolve the Contractor from using utilities judiciously in connection with its performance of the Work. In all cases, the Contractor shall secure and arrange for all necessary utility connections.

§ 3.3.10 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall notser.ve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. In accordance with Texas Government Code §2269.054, these Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. In accordance with Texas Government Code §2269.0541, these Contract Documents shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project.

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§ 3.4.2 Prevailing Wages

§ 3.4.2.1 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.

§ 3.4.2.2 In accordance therewith the Owner has established a scale of prevailing wages which incorporated Project specifications and attached to the AIA Document A101-2017, 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.

§ 3.4.2.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.2.1 or 3.4.2.2 shall pay 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).

§ 3.4.3 Substitutions

§ **3.4.3.1** If the Contract Documents (including the Instructions to Proposers and /or Offerors) specifically permit the submission by Contractor of requests for substitutions, Contractor may, within thirty (30) days after the Contract has been executed, make written request for the substitution of products in place of those specified in the Contract Documents to the Owner and the Architect. Any request for substitution shall be submitted to the Architect in writing with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence as required by this Section 3.4.3.1 and Section 3.4.3.2 and will be rejected if not so submitted.

§ **3.4.3.2** The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and any modifications to the construction schedule; and (v) an affidavit stating that (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; (c) the cost breakdown presented with Contractor's request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;(d) that the Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (e) the Contractor will reimburse the Owner and for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ **3.4.3.3** By making requests for substitutions pursuant to Section 3.4.3 (and all subsections), the Contractor represents and certifies that: (1) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified; (2) Contractor will provide the same warranty for the substitution product that the Contractor would have provided for the product specified; (3) the cost breakdown presented with the request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; (4) Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (5) will reimburse Owner and Architect for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.3.4 Owner and the Architect may accept or reject any such request for substitution in their sole discretion, based on cost, time, or other considerations. Requests for substitutions submitted after such thirty (30) day period will not be considered unless a product becomes impossible to obtain due to circumstances beyond the Contractor's control.

§ 3.4.3.5 Regardless of acceptance or rejection of substitution, the Contractor shall be responsible for amounts paid by the Owner to the Architect, to evaluate the Contractor's proposed substitutions and any amounts paid to the Architect to make agreed upon changes in the Specifications and Drawings made necessary by the Owner's acceptance of such substitutions. The Owner shall be entitled to deduct such amounts from the Contract Sum.

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§ 3.4.4 Responsibility for Subcontractors

§ 3.4.4.1 The Contractor shall enforce strict discipline and good order among the Contractors employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES; NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES; CONTRACTOR'S FORCES NON-COMPLIANCE WITH CRIMINAL LAW; OR CONTRACTOR'S OR CONTRACTOR'S FORCES NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4.2 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. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Work may be performed in connection with an operational educational facility or the Project site may be adjacent to a public-school campus. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb or disrupt Owner's normal operations or facilities. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working at or near an operational campus and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum.

§ 3.4.5 Criminal History Records Checks

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections), the following definitions shall be applicable:

.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only .

.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

§ 3.4.5.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in Section § 3.4.5.1 and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

§ 3.4.5.3 For purposes of this Section 3.4.5 a person does **not** have the opportunity for direct contact with student if:

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

.2 for a 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 date the facility will be used for instructional purposes: or

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

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(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.

§ 3.4.5.4 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History Offense") 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. 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.

§ 3.4.5.5 Prior to commencement of its work on the Project the Contractor will provide written certification Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in Section 3.4.5 of this Agreement (including all subparts), as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and re7imburseci the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Contractor, necessary to secure die information from the District and reimbursed the Contractor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, 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 District's property or other location where students are regularly present, and notify the District 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, in accordance with Article 14, Termination.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract 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. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with all applicable codes, generally accepted standards of construction practice for construction of projects similar to the Project. All materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. 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 and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The warranties provided in this Section 3 .5.1 are in addition to, and not in limitation of, any other warranties remedies and/or guaranties set out in the Contract Documents or under applicable law.

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§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. In such case, each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion (or, for Work to be completed or corrected after the date of Substantial Completion, the Warranty Commencement Date). Contractor shall maintain a complete and accurate schedule of the date of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranties under granted in the Contract Documents will expire, on each phase or building and will provide a copy of such Schedule to the Owner, as required in Subsection 3.5.6, as a condition precedent to Final Payment.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of an affidavit from the manufacturer certifying that item is in conformance with the applicable standards; an affidavit from testing laboratory certifying that the project has been tested within the past year and it conformance with the applicable standards; or such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work, any and all manufacturer's warranties relating to equipment, machinery, materials, equipment or components and labor incorporated into the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment w ere by Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations. The warranties provided in this Section 3.5 or otherwise provided in the Contract Documents orb law shall in no way limit or abridge the warranties provided by the suppliers of equipment and systems which are to comprise a portion of the Work. A complete set of all warranties required from contractors, manufacturers, or suppliers as appropriate, on the manufacturer's or supplier's approved forms, executed by Contractor as required, with a Warranty Commencement Date noted as required, and in the form required by Subparagraph 3.5.6 shall be submitted to the Architect for delivery to the Owner, as a condition precent to Final Payment.

§ 3.5.6 Prior to receipt of Final Payment, Contractor shall: (1) obtain duplicate original warranties, executed by all subcontractors, and the warranties of suppliers and manufacturers, noting the Warranty Commencement Date on the face of each; (2) verify that the documents are in proper form and contain full information; (3) Co-sign warranties when required; (4) bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers; (5) label the cover of each binder with a typed or printed title labeled 'WARRANTIES", along with the Title of the Project; name, address and telephone number of Contractor; and name of its responsible principal; (6) include a Table of Contents, with each item identified by the number and title of die specification section under which the product is specified; (7) include the Schedule of Warranty Commencement Dates required by Subparagraph 3.5.3; (8) separate each warranty with index tab sheets keyed to the Table of Contents listing; and (9) deliver warranties in the form described in this Subparagraph 3.5.6, to the Architect for review same prior to submission to the Owner.

§ 3.6 Taxes

The Contractor shall not include in the Contract Price 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 ANY AND ALL CLAIMS AND 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.**

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper

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execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time proposals are received or negotiations concluded. The Owner shall be responsible for payment of TDLR Texas Accessibility submissions and inspection costs.

§ 3.7.2 In performing its obligations hereunder, 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 performance of the Work and upon request by the Owner or Architect shall furnish evidence, satisfactory to the Owner, of such compliance.

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should hacVce.Jmow it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL TIDRD-PARTY CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF, OR BASED UPON CONTRACTOR'S VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES.

§ 3.7.4 Concealed or Unknown Conditions

Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum contained herein (as proposed by Contractor), or GMP as applicable, shall be deemed to include all costs of and sufficient time to complete all Work, associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if the Contractor encounters conditions at the site that are subsurface or otherwise concealed physical conditions which were not known to the Contractor, and that differ materially from those indicated in the Contract Documents the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions and report its findings to the Owner and Architect.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Time arising from the existence of such remains or features may be made as provided in Article 15. In accordance with the terms of this Agreement, there will be no adjustment to the Contract Sum for delay arising out or related to the circumstances described in this Section 3.7.5.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expense , if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and, for acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

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§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ **3.8.4** When performing Work under Allowances, where reasonably possible, Contractor shall solict and receive no fewer than three (3) written proposals and shall provide the Work on the basis of the best value for the Owner, as directed by the Architect following Owner's written approval of the cost proposal.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractors shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agree to s ch replacement. The Superintendent may not be employed on any other project prior to Final Completion of the work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish a list to the Architect a list of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner. The Owner shall have the right, at any time, to require a change in any Engineer, consultant, job-site superintendent, subcontractor or supplier if their performance is deemed unsatisfactory in its sole discretion.

§ 3.9.3 The Contractor shall provide an adequate staff for the proper coordination and expedition of the Work, Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors Sub-subcontractors and their employees.

§ 3.9.4 Owner shall be notified as soon as Contractor becomes aware, but in no event fewer than twenty-four (24) hours before the time of that the Superintendent is required to be present at the site that the Superintendent will not be present at the site for any reason, except illness. If the reason is due to illness, the Owner shall be notified as soon as the Contractor obtains the information but in no event later than the beginning of the day that the Superintendent will be absent from the site. In such event of such absence, the Contractor will designate a person as acting superintendent and Contractor promptly notify the Owner of the identity and contact information for the designated acting superintendent.

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§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work, utilizing critical path method scheduling techniques. The Schedule shall not exceed the time limits set forth in the Contract Documents. The Schedule shall thereafter be updated on a monthly basis and submitted with each Application For Payment. The receipt of an updated schedule with each Application For Payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.1.1 Each Schedule shall: (1) break the work into a sufficient number of activities to facilitate the efficient use,0f critical path method scheduling by the Contractor, Owner, and Architect and shall assign each scheduled activity a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for tile Project; (2) include activates representing manufacturing, fabrication, or ordering lead time for materials, equipment or other items for which the Architect is required to review submittals, shop drawings, product data, or samples; (3) with the exception of the initial schedule, shall indicate the activities, or portions thereof, which have been completed: (4) shall reflect the actual time for completion of such activities, and shall reflect any changes to the sequence or planned duration of all activities.

§ 3.10.1.2 If any updated Schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated Schedule, a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect and documentation of the date such information was requested.

§ 3.10.1.3 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

§ 3.10.1.4 Upon review and acceptance by the Owner and the Architect of the Milestone Dates. the construction schedule shall be deemed part of the Contract Documents. If not accepted. the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

§ 3.10.1.5 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal or Guaranteed Maximum Price, as applicable, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.10.1.6 The Contractor shall be progress of the Work for conformance with the requirement of the construction schedule and shall advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and shall attend progress meetings at the Project Site, in such frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule.

§ 3.10.4 The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein.

§ 3.10.5 Correction of Delay.

§ 3.10.5.1 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any Milestone Date unless any such adjustment is submitted by the Contractor as a Claim in compliance with Article 15 or the adjustment is otherwise agreed to in a written confirmation from the Owner and documented by written Change Order.

§ 3.10.5.2 If at any time the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5.3 In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

§ 3.11 Documents and Samples at the Site

The Contractor maintain and shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates. The Documents to be maintained shall be kept in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 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. Specific dimensions, quantities, installation and performance of equipment and systems in comp1ianoe with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect, in writing, of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 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 for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all 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, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer. The Owner and the Architect shall be entitled to rely upon the adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10.1, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work as governed by the Texas Occupations Code Charter 1051 and a registered engineer must prepare plans, specifications and estimates for

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all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination an initial submittal and one 1 examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.13 Use of Site

The Contractor shall confine operations at the site 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 with materials or equipment.

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near the Project site.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 Without prior approval of the Owner, the Contractor shall not permit any workers to use any of Owner's existing facilities at or adjacent to the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and District Buildings.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated

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or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other like flammable be collected and removed wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces· remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning and replace any damaged or broken glass.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor. Such reimbursement amounts may be deducted from Contractor's Final Payment Application.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Architect and their designated representatives, with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work. Upon request of the Architect or Owner the Contractor shall accompany the Architect or Owner on an inspection of the Work.

§ 3.17 Royalties, Patents and Copyrights

THE CONTRACTOR SHALL PAY ALL ROY AIAIES AND LICENSE FEES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFI(I:ERS, AGENTS AND EMPLOYEES DEFEND AGAINST ANY AND ALL SUITS, CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY FOR INFRINGEMENT OF COPYRIGHTS AND PA TENT RIGHTS ALLEGED TO HA VE RESULTED FROM CONTRACTOR'S INFRINGEMENT, AND SHALL INDEMNIFY AND HOLD THE OWNER THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LOSS ON ACCOUNT, HEREOF, INCLUDING ATTORNEY'S FEES (AS PERMITTED BY STATUTE), BUT SHALL NOT BE RESPONSIBLE FOR DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PROVIDED BY THE OWNER OR PREPARED BY THE ARCHITECT. HOWEVER, IF AN INFRINGEMENT OF A COPYRIGHT OR PATENT ATTRIBUTABLE TO THE OWNER OR ARCHITECT, IS DISCOVERED BY, OR MADE KNOWN TO, THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOSS UNLESS THE INFORMATION IS PROMPTLY FURNISHED TO THE OWNER AND THE ARCHITECT.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BYLAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 3.18 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND

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CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 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 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART. ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREE TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NELIGENCE ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE. LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY OR DEATH, OR DAMAGE. CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT
NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR JURY OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.

§ 3.18.5 The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner pursuant to State statutes for the safety of workman and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen,

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 Contractor shall promptly advise the Owner, in writing, of any claim or demand against the Owner or Contractor, known to the Contractor related to or arising out of Contractor's activities under this Contract.

§ 3.18.8 The provisions in this Section 3.18 in its entirety shall survive the completion, termination or expiration of this contract and are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

§ 3.19 Representations And Warranties

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§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 Business Standards

§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 Antitrust Violation

To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date of the Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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, and delivered on time. In addition, the Architect or its structural consultant will (1) provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable; and (2) provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner.

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§ 4.2.3 On the basis of the site observations, the Architect will keep the Owner informed about the progress and quality the Work completed. The Architect shall promptly report to the Owner and Contractor orally regarding: (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. An oral notification of defects and deficiencies observed in the Work shall be followed by a notice in writing to the Owner and Contractor specifying the defect(s), non-conforming Work, deviations from the Contract Documents and corrective actions taken or recommended. The Architect shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs and will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, nor shall the Architect 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. This does not, however, relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed by the Contractor at no additional cost to Owner. In addition, the Contractor shall reimburse the Owner for compensation paid to the Architect (whether performed by the Architect or its Consultants) or the Owner's Consultants, for additional site visits made necessary by the fault, neglect, the request of the Contractor or made necessary by the Contractor's construction defect or nonconforming Work. Any amount subject to reimbursement under this Section may be required by Owner to be deducted from the next Payment Application submitted by the Contractor and any subsequent Payment Application until paid, and if any amount remains unpaid, the balance shall be paid by the Contractor as a condition to Final Payment.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters relating to the Contract and the Project. However, the Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communication by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, in accordance with the Contract Documents, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect or Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect or Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner 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 or Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work may be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall prevent action to require conformance, if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents. Architect and/or Contractor shall promptly notify, the other party orally and in writing, and Owner of any perceived fault or defect in the design or nonconformance of the Work with the Construction Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or Separate Contractors, and allow sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of

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equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and prepare, and make written recommendations to Owner regarding all Change Orders (including changes in the Work to be paid from contingency funds) and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents. The Architect's recommendation shall be accompanied by all supporting documentation necessary for the Owner to make an informed decision, including but not limited to an itemized turn-key proposal from the Contractor which includes quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit proposed. Prior to submission of such documentation to the Owner, the Architect shall review such proposals for reasonableness of pricing and compliance with Section 7.1.4 regarding markup. The Architect may order minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. The Architect is specifically not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect and the Owner's representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. Upon completion of such inspection and agreement by Owner and Architect as to Substantial Completion, the Architect may issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10 for approval by the Owner.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 Upon written request of the Owner or Contractor, the Architect will issue its interpretation of the requirements of the plans and specifications. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not

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prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, in writing, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect shall notify the Contractor in writing, whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. When the parties agree on a proposed substitute Subcontractor reasonably capable of performing the Work, the 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. However, no increase in the Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected without providing reasonable written notice to the Owner and Architect. If neither the Owner nor Architect submits a reasonable objection to such proposed substitution within ten (10) days following their receipt of written notice the Contractor may proceed with the substitution. If either Owner or Architect submit an objection, the Subcontractor shall proceed in accordance with Section 5.2.3 above.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sum shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that

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subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.3 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner or abandonment of the Project by the Contractor and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and
- **.3** The Subcontractor provides bonds as required by law of prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may, in the Owner's sole discretion, be equitably adjusted for increases in cost resulting from the suspension. Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcon tractors prior to the date of Owner's written notice of acceptance.

§ 5.5 Notice Of Subcontractor Default

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 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 the Project with the

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Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement by the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

(Paragraph deleted)

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access, staging, introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

§ 6.2.3 All costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor, the Architect or any Consultant because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Changes may be funded out of a contingency fund, if any, or other allowance established herein, or may require a change in the Contract Sum. The authority to approve a change to the Work, the Contract Sum, approve payment from a Contingency or Allowance, or a change in the Project Time, rests solely with the Owner. A Change Order funded from the Contingency or other Allowance shall be referred to herein for clarity as a "Contingency Authorization Order".

§ 7.1.2 A Contingency Authorization Order or Change Order shall be based upon agreement among the Owner,

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Contractor, and Architect. A Construction Change Directive Architect executed prior to commencement of any Work covered by the Order. A Construction Change Directive (whether funded from contingency, if any, or by an increase in the Contract Sum) requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. the Contractor prior to the commencement of the Work. An order for a minor change in the Work may be issued by the Architect alone, except as otherwise provided herein.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Change Order Mark-Up. On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead, profit permitted to be charged to the Owner shall be based on the following schedule:

.1 for work performed by the Contractor's own forces, Contractor's mark-up for overhead and profit shall not exceed 10% of the cost of the change in the Work (0% for change orders to be paid out of any contingency allowance).

.2 for the Contractor, for supervision of work performed by the Contractor's Subcontractors, the total Contractor mark-up for overhead and profit shall not exceed 4% of the amount due to the Subcontractors (0% for change orders to be paid out of any contingency allowance).

.3 for each Subcontractor or Sub-subcontractor involved, in Work performed by that Subcontractor's or Sub-subcontractor's own forces, the total mark-up for overhead and profit ten percent (10%) of the cost of the change in the Work.

.4 In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by Contingency or other Allowances provided for in the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

Methods used to determine adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum (the Guaranteed Maximum Price, as applicable) or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.(the Guaranteed Maximum Price, as applicable) and Contract Time being adjusted as provided in Section 7.3.3.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum (or the Guaranteed Maximum Price, as applicable), the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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.2 Unit prices stated in the Contract Documents or subsequently agreed upon (additional mark-ups for overhead and profit will not be allowed);

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, subject to the limitations of subparagraph 7.1.4; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, (or the Guaranteed Maximum Price, as applicable), the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

.1 Actual documented costs of labor, including applicable payroll taxes and other employee costs approved by the Architect;the Owner prior to the approval of the Change Order or Contingency Authorization Order (a labor burden factor will not be accepted as documentation);;

.2 Actual documented costs of materials, supplies, and equipment, including cost of transportation, whether such materials, supplies, and equipment are incorporated or consumed;

.3 Actual documented rental costs of machinery and equipment, if rented from unaffiliated third-parties, exclusive of hand tools;;

.4 Actual documented costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the change; change, if any; and

.5 Actual documented costs of supervision and field office personnel directly attributable to the change and only if the adjustment causes an extension of the Contract Time..

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Work is performed without an agreement as to the final price, the Contractor shall, at a minimum, retain and provide to the Owner, the following documentation to adequately document its actual costs of performing the scope of work set out in a Construction Change Directive. Adequate Documentation shall include at a minimum, but not limited to, payroll records for employees of Contractor providing the Work included in the Change Directive, as well as written documentation of time spent solely on the scope of the Change Directive Work, prepared concurrent with the performance of the Work, including (for example) sign-in and sign-out sheets or time cards, executed by the employee(s) documenting attendance and receipts for all materials delivered to the Project site for incorporation in the Work of the Change Directive and paid for by the Contractor. If any of the Work of the Change Directive is performed by subcontractors, the Contractor shall provide a copy of the subcontract, an itemized invoice or payment application which includes, in either case, a detailed itemization of costs showing quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit (in accordance with Section 7.1.4) labor and materials provided by the subcontractor, with receipted invoices for all materials incorporated in the Work and evidence of payment by the subcontractor attached. If the Contractor disagrees with the adjustment in the Contract Time, the Contract Sum (or the Guaranteed Maximum Price, as applicable), allowed in any Change Directive, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement (by executing and returning the Change Directive) or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time, not later than ten (10) calendar days following the Contractor's receipt of the Construction Change Directive. A copy of a notice of disagreement shall also be provided to the Owner concurrent with the notice to the Architect. A Notice of Disagreement must contain the number of the Change Directive, the date the Change Directive was issued and the words **"Notice of Disagreement With Change Directive"** in the Subject line. It is imperative that Owner receive timely specific notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly.

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§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and/or the Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. plus the permitted overhead and profit as set forth in Section 7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, both changes shall be shown on the same Change Order and the permitted allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Returned materials shall be credited at actual cost and no penalty or restocking fee shall be permitted to be charged to the Owner.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will require as a condition precedent to certification of payment for Work completed under the Construction Change Directive that the Contractor provide the documentation required by Section 7.3.4**,** and based on such documentation, shall make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect is specifically authorized by this Section 7.3.9 to require submission of such documentation and any other documentation required to evaluate the requested payment, and shall withhold payment certification until such documentation is received and an interim determination is made in accordance with this Section. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order reflecting the Agreement of the Owner and Contractor. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative, 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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 Commencement. The date of commencement of the Work shall be the first business day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement (or Guaranteed Maximum Price Amendment, as applicable) has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

§ 8.1.3 Substantial and Final Completion

The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.3.1 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion.

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Liquidated Damages

§ 8.2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the per diem amounts set out in the AIA Document A101 (2017) or the AIA Document A133 (2019) into which these General Conditions are incorporated and executed concurrently with these General Conditions, commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 8.2.4.2 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor all liquidated damages, if any, due Owner in accordance with the Contract Documents.

§ 8.2.4.3 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.4.4 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by war, civil commotion, pandemic, epidemic, federal, state or local declared disaster or public emergency, act of God, governmental restrictions, regulations, orders, or interference, fire or other unavoidable casualty, material changes ordered in the Work; adverse weather conditions documented in accordance with Section 15.1.6 by delay authorized in writing by the Owner prior to the happening of the delay event; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine based upon documentation by the Contractor..

§ 8.3.1.1 The adjustment of the Contract Time for delay, disruption, and interference described in this Section 8.3.1 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's timely delivery of the notice and claim as set out in this Section 8.3.1. An adjustment to the Contract Time shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Section 8.3.1, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for Owner-caused delays.

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§ 8.3.1.2 Notice and Claim for Extension. In the event of a delay in the commencement or progress of the Work as a result of any of the circumstances in this Section 8.3.1, the Contractor may receive an extension of time for completion of the Work equal to the delay, if the Contractor delivers a written notice and claim to the Owner and Architect delivered in any manner provided in Section 1.6.1 of this Agreement. The Notice shall identify and provide a reasonably detailed description of the circumstances causing the delay, disruption, or interference to the Contractor's performance or progress of the Work on or before the due date of Contractor's Application for Payment covering the period in which the delay began. Claims for an extension of time shall be stated in whole or half calendar days, as applicable. The actual date on which the delay(s) began and/or the date the delay ended, if applicable, must be stated in the Claim Notices as applicable.

§ 8.3.2 In the case of claims for extension of time because of unusually inclement weather, such extension of time may be granted only if the Contractor files a claim in accordance with the requirements set out in Section 15.1.6.

§ 8.3.3 Contractor shall not be entitled to an adjustment in the Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

§ 8.3.4 Any adjustment of the Contract Time authorized under Section 8.3 shall be conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's submission of a timely and properly documented Notice and Claim for additional time in accordance with Section 8.3.

§ 8.3.5 Adjustments to the Contract Time addressed in this Section 8.3 shall apply only to requests for extensions of time based upon delay, disruption, or interference to the Contractor's performance or progress of the Work and shall have no applicability to requests for adjustment of the Contract Time due to other changes in circumstance, including but not limited to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services or materials required, beyond those specified by the Contract Documents. Claims for an adjustment of the Contract Time resulting from these kinds of changes shall be authorized only pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work in accordance with the Contract Documents.

§ 8.4 No Damages or Other Compensation for Delay or Acceleration

This Agreement does not permit recovery by the Contractor of damages or additional compensation for delay, acceleration, disruption, or interference to the Contractor's performance or progress of the Work Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time including but not limited to delay, disruption, or interference caused by the Owner the Architect, of an employee of either, or of a Separate Contractor, any of the circumstances set out in Section 8.3.1 or acceleration of the Work required by the Owner in accordance with the terms of this Agreement. Contractor's sole remedy for delay disruption, or interference in its performance or progress of the Work or any required acceleration of the Work shall be the grant of an extension of time for completion equal to a delay or such reasonable time as the Owner and Architect may determine in their sole discretion.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement or the Guaranteed Maximum Price Amendment in the case of a Construction Manager at Risk Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices may be equitably adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

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§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment or, in the case of a Guaranteed Maximum Price, concurrent with the Guaranteed Maximum Price Proposal, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702-1992 and G703-1992, Application and Certificate for Payment and Continuation Sheet.

§ 9.3 Applications for Payment

§ 9.3.1 In accordance with the requirements of Section 5.1 of the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage withheld. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or supplier, unless such Work was self-performed; in such case, only portions of Work actually performed shall be included on the Contractor's request for payment.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.1.4 The Owner shall withhold retainage as provided in the Agreement, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein. The retainage shall be paid to the Contractor with the Final Payment, subject to the requirements of the Contract Documents.

§ 9.3.2 Unless otherwise provided in a separate written agreement executed between the Owner and Contractor prior to delivery, payments shall not be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. The Owner may, in Owner's sole discretion, require Contractor's compliance with such reasonable procedures and requirements as it may establish, as a condition precedent to the grant of Owner's consent and agreement to payment, including but not limited to the following:

.1 provision of any additional insurance required to protect the materials and equipment while stored;
.2 payment of the costs to store the materials and equipment and any additional transportation costs for multiple deliveries;
.3 provision of written consent of Contractor's surety to such storage;
.4 submission of an affidavit identifying materials and equipment stored off-site for later incorporation into the Work, and acknowledging responsibility for such materials and equipment;
.5 provision of documentation that the facility where the materials and/or equipment will be stored is an adequately insured commercial warehouse, where the materials and equipment stored will be sheltered from the weather and outside elements and are stored in accordance with the manufacturer's instructions, including proper temperature and humidity controls and that the materials and equipment have been physically separated and marked for the Project;
.6. its agreement to bear the cost of Owner and/or Architect's visits to the off-site storage facility to

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confirm compliance with these requirements and review the stored contents, and Contractor shall agree to allow such costs to be offset from Progress Payments;

.7 agreement that payment of any costs related to compliance with the procedures and requirements for storage of materials and equipment on or off-site, shall not be subject to charges for overhead or profit;

.8 submission of bills of sale or other documentation acceptable to the Owner, showing proof of delivery and establishing the Owner's title to the materials or equipment and/or otherwise protecting the Owner's interest, including naming the Owner as additional insured on the required insurance policy (naming the specific materials or equipment stored and their location) and providing proof of delivery for those materials and equipment;

.9 agreeing that, in the event of termination of the Contract or default by the Contractor, the material and equipment stored on or off-site shall be immediately turned over to the Owner by delivery to the location designated by the Owner and that the operator of the storage facility is aware of this agreement and willing to honor it; and

.10 agreeing that all such stored materials and equipment, to the extent they include mechanical components, will be maintained by the Contractor kept in good working condition and ready for Immediate installation, to the same extent they would have been, had they been delivered "just in time" for installation, that Contractor will be solely responsible for assuring any manufacturer's warranty will commence on date of completion of installation and/or start-up of the material or equipment and for repairs required prior to installation to assure performance in accordance with the Contract Documents.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY A SUPPLIER, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TO CONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Application for Payment, Contractor shall certify that: the information contained in the Application presented is true, correct, accurate and complete; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and, unless an agreement described in Paragraph 9.3.2 has been signed, incorporated into the Work; that the subcontractors whose work is identified in the Applications for Payment have been paid, or Contractor has been invoiced for same and intends to pay such subcontractors; there are no known mechanics' or materialmens' liens outstanding at the date of the Application, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.4.2. If the Application for Payment is complete, then the Architect shall sign and, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing, of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner in writing, of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq.*

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that

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the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion based on the Architect's evaluation of the Work and the data in the Application for Payment, 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect in writing to the Owner.. However, the issuance of a Certificate for Payment will 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 unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents;
- **.8** delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;
- **.9** failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;
- **.10** evidence of financial inability to perform the Contract fully;
- **.11** failure to submit record documents required by the Contract; or
- **.12** failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 If the Contractor disputes the Architect's or the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make

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payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. Notwithstanding any provision contained within this Article, if the Contractor has not achieved Substantial Completion by the required date, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1, or this Section 9.5.4.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and in accordance with the Texas Government Code section 2251.042 et. Seq., Owner shall within twenty-one (21) days notify the Architect and Contractor if Owner disputes the Architect's Certificate for Payment, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, all bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253. Notwithstanding the foregoing, payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

§ 9.7.1 Pursuant to Texas Government Code Section 2251.051,if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor may, upon ten (10) days' written notice to the Owner and Architect, that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect to either: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 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; provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

§ 9.8.2 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.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect accompanied by the Owner or Owner's representative, at the Owner's option, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 If, in Architect's opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

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§ 9.8.3.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is Substantially Complete, as defined by the Contract Documents,, the Architect will prepare a Certificate of Substantial Completion that 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. If Work is to be completed or corrected after the date of Substantial Completion and prior to final payment, Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect, or the date of Final Payment. ("Warranty Commencement Date").

§ 9.8.5 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.

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to in writing by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties on the partially completed portion of the Work, as required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents , nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner (at Owner's option) will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Work has been completed in accordance with the Contract Documents and that remainder of the Contract Sum, including all retainage, less any amount withheld pursuant to the Contract and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final

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Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment. .

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) its affidavit that payrolls, bills for materials and equipment, and other liabilities connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability; (7) In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7 herein;

.2 Final list of subcontractors (AIA Document G705-2001);

.3 Contractor's Certification of Project Compliance required by 16 Texas Administrative Code, Section 61.1036, located at: https://tea.texas.gov;

.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;

.5 Maintenance and Instruction Manuals;

.6 Owner's Certificate of Final Completion; and

.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes. Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above

§ 9.10.3 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. Final Payment shall not constitute a waiver of Claims any Claims by the Owner.

(Paragraphs deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 The Contractor shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the Work, the site or any amounts due or to become due to the Contractor under the Contract Documents. If any such lien, charge or claim is so asserted, the Contractor shall promptly procure its release and indemnify the Owner against all damage and expense incident thereto. Upon completion of the Work and before any final payment and settlement, the Contractor shall provide evidence satisfactory to the Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, Subcontractors and Sub-subcontractors; provided, however, that if the Contractor has not paid for any of the aforesaid as a result of a bona fide dispute, and payment of such is guaranteed and covered by the payment bond provided by the Contractor, then the Contractor shall not be required to pay such claim as a condition to final payment and settlement, but instead shall be required to provide

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Owner with written consent to final payment executed by such surety, expressly acknowledging the existence of such unpaid claim, and agreeing that full and final payment to the Contractor shall not impair any of the Owner's rights or the surety's obligations under the bond.

§ 9.11 Audit

Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 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 the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor shall ensure that the Project site is alcohol-free, drug-free, nicotine/ tobacco-free, e-cigarette free, weapon-free, and sexual-harassment free, and shall require strict compliance on the Project Site with the Owner's Board Policies, including but not limited to GKA(Legal) and GKA(Local). Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

10.1.2 Dress Code, Fraternization and Sexual Harassment. Contractor shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Contractor shall prohibit fraternization between all persons working under Contractor or any of its subcontractors, students and Owner's employees while on Owner's property. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 10.1.3 Weapons. Owner has also banned use, possession, or display of any firearm, handgun, location-restricted knife, club, or "prohibited weapon", as defined by the Texas Penal Code and Owner's Board Policy FNCG(Legal), except when the Contractor, its representatives, employees, agents, and subcontractors, or anyone else over which the Contractor has control or authority holds a Texas handgun license, stores the handgun or other firearm in a locked vehicle in the Owners parking lot, garage, or other parking area provided by the Owner AND the firearm is not loaded and not in plain view. A copy of such policy is available through a link on the Owner's website. The Contractor further agrees that Contractor's representatives, employees, agents, and subcontractors will abide by these requirements as well as the Federal Gun-Free School Zones Act.

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§ 10.1.4 Tobacco and E-Cigarettes. Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not use e-cigarettes or tobacco products while on the Project Site.

§ 10.1.5 Small Unmanned Aircraft (Drones). The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107. as applicable, and any other applicable federal or state laws and regulations.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall maintain good order among its employees and its Subcontractors, shall confine its employees and Subcontractors to such work areas, roads and gates as directed by the Owner, take reasonable and necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work, school personnel, students and other persons on the Owner's premises and other persons who may be affected thereby, which protection shall include the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility, and taking reasonable precautions to secure any abusable glue, aerosol paint, or any other chemical substance for inhalation being used on the project site;;

.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, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor's obligations under this Section shall continue to apply during any time period when all or a portion of the Work is suspended for any reason. Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project..

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

(Paragraph deleted)

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

§ 10.2.8.1 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured,

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shall be given to the other party within a reasonable time not exceeding three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

§ 10.2.8.2 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Owner shall not be responsible for materials or substances brought to the site by the Contractor.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall as soon as reasonably possible, obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. Contractor may be entitled to an extension of the Contract Time in accordance with Article 8.3.

§ 10.3.3 To the extent permitted by the laws and Constitution of the State of Texas,, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 Except to the extent that the cost and expense are due to the Owner's fault or negligence, if Contractor imports hazardous materials onto the Project site, the Contractor shall indemnify and hold harmless the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, (2) where the Contractor fails to perform its obligations under

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Section 10.3.1; and (3) any fines or penalties of government agencies directly resulting from the Contractor's importation of the hazardous materials onto the Project site..

§ 10.3.6

§ 10.4 Emergencies

§ 10.4 .1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 Asbestos Or Asbestos-Containing Materials. Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

§ 10.6 Lead-Free Material In Potable Water System

§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 Hazardous Materials Certification

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below the Agreement or elsewhere in the Contract Documents. No Work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 11 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Texas.

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.

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Employer's Liability:	Bodily Injury by Accident - $500,000 Each Accident. Bodily Injury by Disease - $500,000 Each Employee. Bodily Injury by Disease - $500,000 Policy Limit.
Commercial General Liability: (Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	$1,000,000.00 – combined single limit for bodily injury and property damage $2,000,000.00 - aggregate
Property Damage Independent Contractors Contractual Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate per project (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage	$1,000,000.00 combined single limit $1,000,000.00 each occurrence
Umbrella or Excess Liability	$2,000,000.00 - each occurrence $2,000,000 – aggregate
Owner's Protective Liability Insurance: Contractor must obtain an owner's liability insurance policy, at Contractor's expense, naming the District and its employees.	Bodily Injury - $1,000,000 Each Occurrence Aggregate - $1,000,000.
All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.	
Professional Liability for Construction Manager-At-Risk. In addition to the coverage and limits provided above, if these General Conditions are incorporated into the AIA Document A133™–2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, the Construction Manager shall also provide Professional Liability Insurance covering negligent acts, errors and omissions in the performance of professional services during the pre-construction phase, with policy limits of not less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.	

§ 11.1.2 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 acceptable to the Owner.

§ 11.1.3 The General Liability and Automobile policies so issued in the name of Contractor shall also name the Owner as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage (and associated Umbrella Coverage) required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If

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the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

§ 11.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the

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duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

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

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
(a) a certificate of coverage, prior to the other person beginning work on the Project; and
(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

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

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)

§ 11.2 Owner's Insurance

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(Paragraphs deleted)

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum 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.

§ 11.4.3 The Payment and Performance Bond 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 "B" 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.

§ 11.4.4 The Sureties shall promptly file a signed copy of the Contract, Performance Bond, and Payment Bond with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code or, in the case of a Construction Manager, as required by Section 14.3.3 of the AIA Document A133-2019.

§ 11.4.5 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect 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.

§ 11.4.6 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.7 Upon the request in writing 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 permit a copy to be made.

§ 11.4.8 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.

(Paragraphs deleted)

§11.4.9 By inclusion of this Section 11.4.9 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered prior to inspection, contrary to the Architect's request or to requirements specifically expressed in the Contract Documents or if any known deficiencies exist, it must, if requested in writing by the Architect, be uncovered by the Contractor for the Architect's examination and be replaced at the Contractor's sole expense without change in the Contract Time. If the uncovered work is determined by the Architect upon inspection to be deficient or not in accordance with the Contract Documents, the uncovered Work which is deficient or not in accordance with the Contract Documents shall be corrected and covered at the Contractor's sole expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense. If the a request inspection of the Work prior to covering or including a requirement for inspection in the Contract Documents is within the Architect's standard of care and the Architect has failed to timely make such request or include the requirement in the Contract Documents, the Architect shall reimburse the Owner for the actual costs of uncovering and recovering such Work and additional costs of correction, if any, caused by covering the Work prior to inspection.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense and will be subject to offset by the Owner at Final Payment.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, 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 9.9.1, or by terms of any 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 Owner shall give such notice of the condition to the Contractor with reasonable promptness after discovery of the condition. 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 in its non-conforming state. 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 based on a breach of the warranty contained in this Section 12.2.2.1 providing for correction of Work during the one-year period. If the Contractor fails to correct nonconforming Work within a reasonable time during the period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 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.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fails to conform with the requirements of this Agreement that appear during the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work or by the negligent act of the Contractor or its employees, agents or subcontractors. The cost to Contractor of performing any of its obligations under this Section 12.2.6 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost to the Owner of the correction.

§ 12.2.9 Contractor's express warranties set out in this Article 12 shall be in addition to, and not in lieu of, any other warranties or remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas without regard to 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. No provision of this Agreement shall waive any immunity or defense. of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity 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 the assignment.

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§ 13.2.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including but not limited to those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Undisputed payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Equal Opportunity In Employment

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by

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District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 Contractors Records

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office or the principal offices of the Contractor, at the sole option of the Owner.

§ 13.7.3 For all Change Orders, Allowances and expenditures from Contingency Funds, Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 No Third-Party Beneficiaries

There are no third-party beneficiaries to this agreement.

§ 13.9 Proprietary Interests And Confidential Information

§ 13.9.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.9.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; detailed layouts of the Owner's Facilities; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

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§ 13.9.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, *et seq*., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, *et seq*.

§ 13.10 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows::

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents; or

§ 14.1.2 If, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ten (10) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the 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 or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.

.5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in or permits serious or repeated worker misconduct in violation of Article 3.3;

.7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.**8** otherwise is guilty of substantial breach of a provision of the Contract Documents.

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient..

In any such event, title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

§ 14.2.4 If the of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived. If such costs and damages exceed the unpaid balance, the Contractor exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price (if the Project is a Construction Manager at Risk project), then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work executed, for profit only on that portion of the Work executed, and reasonable costs of demobilization..

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in this Section 14.4.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

(Paragraphs deleted)

§ 15.1.3 Notice of Claims

§ 15.1.3.1 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 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated 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.

§ 15.1.3.2 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 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum (or Guaranteed Maximum Price, as applicable), if permitted, and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15.

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§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum (provided such a claim is specifically permitted by the Contract Documents), notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions occurred at the locality of the Work which were abnormal for the period of time, were in excess of that normally experienced at the job site, could not have been reasonably anticipated, and prevented the execution of Work on scheduled Working Days. The term "Adverse Weather Conditions" as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the Local Climatological Data maintained by NOAA's National Centers for Environmental Information [formerly the National Climatic Data Center (NCDC)] from the station closest to the location of the Work. No day will be counted as a rain-day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of the Contract Time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, but shall be applied only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. As provided herein, Contractor shall only be entitled an extension of the Contract Time per the terms of the Contract Documents and no damages shall be paid for delays.

§ 15.1.7 Calculating Claims For Damages

Except as otherwise provided in this Agreement, in calculating the amount of any Claim recoverable by the Contractor, the following standards will apply:

.1 No indirect or consequential damages will be allowed**.**

.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

.4 No damages will be allowed for home office overhead or other home office changes or any Eichleay formula calculation. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, nor will this Section 15.1.7 be deemed to apply to delay damages, which are prohibited entirely

(Paragraphs deleted)

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any Claim, after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

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§ 15.2.2 Architect will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished.

(Paragraphs deleted)
§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 Waiver Of Lien
It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

§ 15.3 Mediation
§ 15.3.1 In the event that the Owner or the Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator qualified as an impartial third party for purposes of Section 154.052 of the Texas Civil Practice & Remedies Code.

§ 15.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties..

§ 15.3.3 In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.5 Nothing herein shall preclude the Owner or the Contractor or as applicable, the Construction Manager from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

§ 15.3.6 Any claim not resolved in mediation pursuant to Section 15.3 shall be subject to litigation as the sole method of dispute resolution.

§ 15.3.7 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

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§ 15.4 Arbitration

§ 15.4 Arbitration. This Section 15.4 and all subparts are intentionally deleted. No dispute arising under the Contract Documents, these General Conditions or the underlying Contract shall be subject under any circumstances to Arbitration as the method of binding dispute resolution and Owner rejects any selection otherwise made by the parties.

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§ 15.5 Immunity

Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Rene Gutierrez, Superintendent McAllen Independent School District	Mark Veltri, Chief Operating Officer Network Cabling Services, Inc.
(Printed name and title)	*(Printed name and title)*

Mark Veltri | Dec 20, 2023 14:23 CST)

APPROVED AS TO FORM
O'HANLON, DEMERATH & CASTILLO, P.C.

By:_____
Kevin T. O'Hanlon

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PAGE 1

EXHIBIT A

...

CSP 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box (Owner Contract 2024-255)
THE OWNER:
(Name, legal status and address)

McAllen Independent School District, a public school district and political subdivision
of the State of Texas
2000 North 23rd Street
McAllen, TX 78501
~~THE OWNER:~~
THE ARCHITECT*:

...

Halff Associates Inc.
5000 W Military Hwy # 100
McAllen, TX 78503

THE ~~ARCHITECT:~~CONTRACTOR/CONSTRUCTION MANAGER:
(Name, legal status and address)

Network Cabling Services, Inc.
Mark Veltri, Chief Operating Officer
12626 Fuqua Street
Houston, TX 77034
Email: mveltri@ncs-tx.com
Telephone: (281) 484-1777

*In this Agreement, any reference to "Architect" herein shall mean "Engineer."
PAGE 10

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Project Manual and the Bid or Proposal Documents prepared and submitted by the Owner and the Contractor's Bid or Proposal submitted by the Contracor, to the extent they do not conflict with the terms of the Agreement, and other documents listed in the Agreement, and Modifications issued after execution of the Contract. 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. Unless specifically enumerated in the Agreement, the Contract Documents do not

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include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. ~~The Contract may~~ After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

PAGE 11

§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under Texas Education Code Chapter 44 and Texas government Code Chapter 2269.

§ 1.1.10 Miscellaneous Other Words

§ 1.1.10.1 Business Day

The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring break, and Winter Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the owner's Administration Building is open only for purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 Calendar Day

A calendar day is a day on the Gregorian calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 Holidays

Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 Work Day

Work days include all calendar days except Holidays, Saturdays and Sundays.

...

§ 1.2.1.2 During the Course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contract shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents

...

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§ 1.2.4 Precedence of the Contract Documents

The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1":

.1 Contract Modifications signed by Contractor and Owner.

.2 Addenda, with those of later date having precedence over those of earlier date.

.3 General Conditions – AIA Document A201-2017, as modified by Owner for the Project.

.4 Agreement – AIA Document A101-2017 or A133-2019, as modified by the Owner for the Project.

.5 Specifications and Drawings.

.6 Bid/Proposal Documents including the Project Manual, Contractor's Bid or Proposal Documents (to the extent such Bid or Proposal submitted by the Contractor is part of the Contract Documents and is not inconsistent with other provisions of the Contract Documents).

§ 1.2.5 Relation of Specifications and Drawings

§ 1.2.5 .1 Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.2 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on the Project by the Architect.

§ 1.2.5.3 When the Work is governed by reference to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.5.4 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

Terms capitalized in these General Conditions include those that ~~are~~ are: (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

PAGE 12

In the interest of ~~brevity~~ brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

...

§ 1.6.1 Except as otherwise provided in Section 1.6.2, 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 (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, returned receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given in person, by mail, by courier, or by electronic transmission if a method for electronic transmission ~~is set forth in the Agreement.~~(e-mail or facsimile) or other commercially reasonable means will under any of these circumstances, be effective when actually received. Any address for notice may be changed by written noticed delivered as provided in Section 1.6.

PAGE 13

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data ~~Exhibit,~~ Exhibit or other such form agreed to by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

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~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 2.1.1 The Owner is the ~~person or entity identified as such in the Agreement~~ Board of Trustees of the McAllen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner ~~shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.~~ may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have ~~such authority.~~ the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner ~~shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~ may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant.

§ 2.1.3 The Contractor acknowledges that no lien rights exist with respect to public property.

...

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~ Pursuant the requirements of Texas business and Commerce Code Section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work.

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

§ 2.2.3 ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.4 ~~Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,~~

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~~sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

...

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner ~~shall~~ may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the ~~site. 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.~~site, but shall have no duty to do so. Notwithstanding the forgoing, if the Owner provides such survey, the Contractor shall remain responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the Project site. In the event that the Contractor damages any utilities during construction, the Contractor shall immediately repair the same at its sole cost expense.

§ 2.3.5 ~~The Owner shall furnish information~~ Information or services required of the Owner by the Contract Documents ~~with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~shall be furnished by the Owner within a reasonable time following actual receipt of a written request.

§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel or consultant may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of th number of workman employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.3.8 The Owner (either directly or by contract with the Architect) may furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 2.3.9 The Owner, (directly or by contract with the Architect), when such services are required, in the professional opinion of the Architect, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tsts, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.3.10 The Owner will contract for, independently of the Contractor, the inspection services, the testing construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner as required by the Texas Government Code, Section 2269.058.

PAGE 14

If the Contractor fails to correct Work that is defective or not in accordance with the requirements of the Contract Documents as required by ~~Section 12.2~~ Section 12.2, or repeatedly fails to timely carry out Work in accordance with the Contract ~~Documents,~~ Documents or is in default of any of its material obligations hereunder, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been 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, except to the extent required by Section 6.1.3.~~entity. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

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...

~~If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~**§ 2.5.1** If the Contractor is in default in any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents and or fails to correct nonconforming or defective Work as required by Section 12.2, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or such non-conforming or defective Work at the sole cost of the Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or such non-conforming Work, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure to correct such non-conforming or defective Work. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 Nothing contained in this Section 2.5 is intended to limit or modify any obligations under the law or under Contract Documents, including any warranty obligations, expressed or implied.

...

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be authorized to do business in the State of Texas and lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, or in the case of a Construction Manager-at-Risk, the Construction Manager-at Risk, or its authorized representative.

§ 3.1.2 The Contractor shall perform the Work in a good and workmanlike manner and in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or Owner's consultants, if applicable, conducted in accordance with the Contract Documents or activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.
PAGE 15

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the project site or any improvements located on the project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustments in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

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§ 3.2.2 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 2.3.4, 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect 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. Contractor shall not perform any Work it knows involves an error, inconsistency, or omission without further instructions to Contractor revised Construction Documents from the Architect. The exactness of grades, elevations, dimensions or locations given on any Drawings issues by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions or locations shall be promptly rectified by the Contractor without any additional costs to the Owner.

§ 3.2.3 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. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner, in writing providing substantiation for its position.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article ~~15.~~ 15; however, nothing in this section shall provide the Contractor with an affirmative claim for damages for delay by Owner or Architect, as such a claim is prohibited under this Contract. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense any damage done to lines, cables, pipes, and pipelines identified to Contractor.

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts aid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

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§ **3.2.8** The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) unless otherwise provided in the Contract documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

PAGE 16

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall assign a Superintendent who shall make decisions on behalf of the Contractor and its subcontractors. The Superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress. 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 the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose ~~alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its~~ alternative means, methods, techniques, sequences, or procedures.

...

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Sections 756.021, et seq., and shall require any applicable subcontractor to comply all such procedures. Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.6 The Contractor shall review Subcontractor(s) safety programs, procedures and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) any other person or entity *(e.g.* a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but limited to an rules regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations, and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contract on the site, and shall take, and cause the

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Contractor's and its Subcontractor's employees, agent permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Contractor shall pay fees for public or private water as electrical and other utility service at the site until Substantial Completion of the Work. In the event that the Work will be conducted at an Owner site, where utility services are existing on site and reasonably accessible to the Contractor, the Owner may elect, in writing, to provide and pay for utility service for the Project site. Agreement to pay for such utility service shall not absolve the Contractor from using utilities judiciously in connection with its performance of the Work. In all cases, the Contractor shall secure and arrange for all necessary utility connections.

§ 3.3.10 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall notser.ve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. In accordance with Texas Government Code §2269.054, these Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. In accordance with Texas Government Code §2269.0541, these Contract Documents shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project.

§ 3.4.2 ~~Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.~~

Prevailing Wages

§ 3.4.2.1 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.

§ 3.4.2.2 In accordance therewith the Owner has established a scale of prevailing wages which incorporated Project specifications and attached to the AIA Document A101-2017, 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.

§ 3.4.2.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.2.1 or 3.4.2.2 shall pay 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).

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§ 3.4.3 Substitutions

§ 3.4.3.1 If the Contract Documents (including the Instructions to Proposers and /or Offerors) specifically permit the submission by Contractor of requests for substitutions, Contractor may, within thirty (30) days after the Contract has been executed, make written request for the substitution of products in place of those specified in the Contract Documents to the Owner and the Architect. Any request for substitution shall be submitted to the Architect in writing with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence as required by this Section 3.4.3.1 and Section 3.4.3.2 and will be rejected if not so submitted.

§ 3.4.3.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and any modifications to the construction schedule; and (v) an affidavit stating that (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; (c) the cost breakdown presented with Contractor's request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;(d) that the Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (e) the Contractor will reimburse the Owner and for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.3.3 By making requests for substitutions pursuant to Section 3.4.3 (and all subsections), the Contractor represents and certifies that: (1) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified; (2) Contractor will provide the same warranty for the substitution product that the Contractor would have provided for the product specified; (3) the cost breakdown presented with the request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; (4) Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (5) will reimburse Owner and Architect for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.3.4 Owner and the Architect may accept or reject any such request for substitution in their sole discretion, based on cost, time, or other considerations. Requests for substitutions submitted after such thirty (30) day period will not be considered unless a product becomes impossible to obtain due to circumstances beyond the Contractor's control.

§ 3.4.3.5 Regardless of acceptance or rejection of substitution, the Contractor shall be responsible for amounts paid by the Owner to the Architect, to evaluate the Contractor's proposed substitutions and any amounts paid to the Architect to make agreed upon changes in the Specifications and Drawings made necessary by the Owner's acceptance of such substitutions. The Owner shall be entitled to deduct such amounts from the Contract Sum.

§ 3.4.4 Responsibility for Subcontractors

§ 3.4.4.1 The Contractor shall enforce strict discipline and good order among the ~~Contractor's~~ Contractors employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES; NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES; CONTRACTOR'S FORCES NON-COMPLIANCE WITH CRIMINAL LAW; OR CONTRACTOR'S OR CONTRACTOR'S FORCES NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

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§ 3.4.4.2 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. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Work may be performed in connection with an operational educational facility or the Project site may be adjacent to a public-school campus. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb or disrupt Owner's normal operations or facilities. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working at or near an operational campus and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum.

§ 3.4.5 Criminal History Records Checks

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections), the following definitions shall be applicable:

.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only .

.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

§ 3.4.5.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in Section § 3.4.5.1 and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

§ 3.4.5.3 For purposes of this Section 3.4.5 a person does **not** have the opportunity for direct contact with student if:

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

.2 for a 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 date 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.

§ 3.4.5.4 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History Offense") 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. 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

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whether the Covered Employee must be excluded from the Project.

§ 3.4.5.5 Prior to commencement of its work on the Project the Contractor will provide written certification Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in Section 3.4.5 of this Agreement (including all subparts), as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and re7imburseci the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Contractor, necessary to secure die information from the District and reimbursed the Contractor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, 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 District's property or other location where students are regularly present, and notify the District 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, in accordance with Article 14, Termination.

PAGE 20

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract 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. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with all applicable codes, generally accepted standards of construction practice for construction of projects similar to the Project. All materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. 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 and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The warranties provided in this Section 3 .5.1 are in addition to, and not in limitation of, any other warranties remedies and/or guaranties set out in the Contract Documents or under applicable law.

PAGE 21

§ 3.5.3 Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. In such case, each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion (or, for Work to be completed or corrected after the date of Substantial Completion, the Warranty Commencement Date). Contractor shall maintain a complete and accurate schedule of the date of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranties under granted in the Contract Documents will expire, on each phase or building and will provide a copy of such Schedule to the Owner, as required in Subsection 3.5.6, as a condition precedent to Final Payment.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of an affidavit from the manufacturer certifying that item is in conformance with the applicable standards; an affidavit from testing laboratory certifying that the project has been tested within the past year and it conformance with the applicable standards; or such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work, any and all

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manufacturer's warranties relating to equipment, machinery, materials, equipment or components and labor incorporated into the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment w ere by Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations. The warranties provided in this Section 3.5 or otherwise provided in the Contract Documents orb law shall in no way limit or abridge the warranties provided by the suppliers of equipment and systems which are to comprise a portion of the Work. A complete set of all warranties required from contractors, manufacturers, or suppliers as appropriate, on the manufacturer's or supplier's approved forms, executed by Contractor as required, with a Warranty Commencement Date noted as required, and in the form required by Subparagraph 3.5.6 shall be submitted to the Architect for delivery to the Owner, as a condition precent to Final Payment.

§ 3.5.6 Prior to receipt of Final Payment, Contractor shall: (1) obtain duplicate original warranties, executed by all subcontractors, and the warranties of suppliers and manufacturers, noting the Warranty Commencement Date on the face of each; (2) verify that the documents are in proper form and contain full information; (3) Co-sign warranties when required; (4) bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers; (5) label the cover of each binder with a typed or printed title labeled 'WARRANTIES", along with the Title of the Project; name, address and telephone number of Contractor; and name of its responsible principal; (6) include a Table of Contents, with each item identified by the number and title of die specification section under which the product is specified; (7) include the Schedule of Warranty Commencement Dates required by Subparagraph 3.5.3; (8) separate each warranty with index tab sheets keyed to the Table of Contents listing; and (9) deliver warranties in the form described in this Subparagraph 3.5.6, to the Architect for review same prior to submission to the Owner.

The Contractor shall ~~pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~not include in the Contract Price 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 ANY AND ALL CLAIMS AND 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.**

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for 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 the Contract and legally required at the time ~~bids are received or negotiations concluded.~~proposals are received or negotiations concluded. The Owner shall be responsible for payment of TDLR Texas Accessibility submissions and inspection costs.

§ 3.7.2 ~~The~~ In performing its obligations hereunder, 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 performance of the ~~Work.~~Work and upon request by the Owner or Architect shall furnish evidence, satisfactory to the Owner, of such compliance.

§ 3.7.3 If the Contractor performs Work ~~knowing~~ when Contractor knows or reasonably should hacVce.Jmow it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS
THE OWNER, ITS TRUSTEES, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM AND

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AGAINST ALL TIDRD-PARTY CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF, OR BASED UPON CONTRACTOR'S VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES.

PAGE 22

~~**If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different~~ Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum contained herein (as proposed by Contractor), or GMP as applicable, shall be deemed to include all costs of and sufficient time to complete all Work, associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if the Contractor encounters conditions at the site that are subsurface or otherwise concealed physical conditions which were not known to the Contractor, and that differ materially from those indicated in the Contract Documents ~~and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions and report its findings to the Owner and Architect.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract ~~Sum and Contract~~ Time arising from the existence of such remains or features may be made as provided in Article 15. In accordance with the terms of this Agreement, there will be no adjustment to the Contract Sum for delay arising out or related to the circumstances described in this Section 3.7.5.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expense , if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and, for acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal

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Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

PAGE 23

.3 ~~whenever~~ Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness.~~within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under Allowances, where reasonably possible, Contractor shall solict and receive no fewer than three (3) written proposals and shall provide the Work on the basis of the best value for the Owner, as directed by the Architect following Owner's written approval of the cost proposal.

...

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractors shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agree to s ch replacement. The Superintendent may not be employed on any other project prior to Final Completion of the work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~furnish a list to the Architect a list of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner. The Owner shall have the right, at any time, to require a change in any Engineer, consultant, job-site superintendent, subcontractor or supplier if their performance is deemed unsatisfactory in its sole discretion.

§ 3.9.3 The Contractor shall ~~not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~provide an adequate staff for the proper coordination and expedition of the Work, Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors Sub-subcontractors and their employees.

§ 3.9.4 Owner shall be notified as soon as Contractor becomes aware, but in no event fewer than twenty-four (24) hours before the time of that the Superintendent is required to be present at the site that the Superintendent will not be present at the site for any reason, except illness. If the reason is due to illness, the Owner shall be notified as soon as the Contractor obtains the information but in no event later than the beginning of the day that the Superintendent will be absent from the site. In such event of such absence, the Contractor will designate a person as acting superintendent and Contractor promptly notify the Owner of the identity and contact information for the designated acting superintendent.

PAGE 24

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the ~~Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for~~

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~~completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.~~Work, utilizing critical path method scheduling techniques. The Schedule shall not exceed the time limits set forth in the Contract Documents. The Schedule shall thereafter be updated on a monthly basis and submitted with each Application For Payment. The receipt of an updated schedule with each Application For Payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.1.1 Each Schedule shall: (1) break the work into a sufficient number of activities to facilitate the efficient use,0f critical path method scheduling by the Contractor, Owner, and Architect and shall assign each scheduled activity a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for tile Project; (2) include activates representing manufacturing, fabrication, or ordering lead time for materials, equipment or other items for which the Architect is required to review submittals, shop drawings, product data, or samples; (3) with the exception of the initial schedule, shall indicate the activities, or portions thereof, which have been completed: (4) shall reflect the actual time for completion of such activities, and shall reflect any changes to the sequence or planned duration of all activities.

§ 3.10.1.2 If any updated Schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated Schedule, a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect and documentation of the date such information was requested.

§ 3.10.1.3 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

§ 3.10.1.4 Upon review and acceptance by the Owner and the Architect of the Milestone Dates. the construction schedule shall be deemed part of the Contract Documents. If not accepted. the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

§ 3.10.1.5 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal or Guaranteed Maximum Price, as applicable, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.10.1.6 The Contractor shall be progress of the Work for conformance with the requirement of the construction schedule and shall advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions.

PAGE 25

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and ~~Architect.~~Architect and shall attend progress meetings at the Project Site, in such frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule.

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§ 3.10.4 The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein.

§ 3.10.5 Correction of Delay.

§ 3.10.5.1 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any Milestone Date unless any such adjustment is submitted by the Contractor as a Claim in compliance with Article 15 or the adjustment is otherwise agreed to in a written confirmation from the Owner and documented by written Change Order.

§ 3.10.5.2 If at any time the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5.3 In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

...

The Contractor maintain and shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates. The Documents to be maintained shall be kept in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

PAGE 26

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the ~~information given and the design concept expressed in the~~ Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

...

§ 3.12.6 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. Specific dimensions, quantities, installation and performance of equipment and systems in comp1ianoe with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the ~~Architect~~ Architect, in writing, of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

...

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall ~~be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall~~ cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer. The Owner and the Architect shall be entitled to rely upon the ~~adequacy~~ adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design ~~professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10,~~ professionals. Pursuant to this Section 3.12.10.1, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work as governed by the Texas Occupations Code Charter 1051 and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

PAGE 27

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination an initial submittal and one 1 examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

...

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near the Project site.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

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§ 3.13.3 Without prior approval of the Owner, the Contractor shall not permit any workers to use any of Owner's existing facilities at or adjacent to the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and District Buildings.

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together ~~properly.~~ properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

...

§ 3.15.1 The Contractor ~~shall~~ shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other like flammable be collected and removed wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces· remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning and replace any damaged or broken glass.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor. Such reimbursement amounts may be deducted from Contractor's Final Payment Application.

PAGE 28

The Contractor shall provide the ~~Owner and Architect~~ Owner, Architect and their designated representatives, with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work. Upon request of the Architect or Owner the Contractor shall accompany the Architect or Owner on an inspection of the Work.

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~~**The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.~~THE CONTRACTOR SHALL PAY ALL ROY AIAIES AND LICENSE FEES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFI(I:ERS, AGENTS AND EMPLOYEES DEFEND AGAINST ANY AND ALL SUITS, CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY FOR INFRINGEMENT OF COPYRIGHTS AND PA TENT RIGHTS ALLEGED TO HA VE RESULTED FROM CONTRACTOR'S INFRINGEMENT, AND SHALL INDEMNIFY AND HOLD THE OWNER THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LOSS ON ACCOUNT, HEREOF, INCLUDING ATTORNEY'S FEES (AS PERMITTED BY STATUTE), BUT SHALL NOT BE RESPONSIBLE FOR DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PROVIDED BY THE OWNER OR PREPARED BY THE ARCHITECT. HOWEVER, IF AN INFRINGEMENT OF A COPYRIGHT OR PATENT ATTRIBUTABLE TO THE OWNER OR ARCHITECT, IS DISCOVERED BY, OR MADE KNOWN TO, THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOSS UNLESS THE INFORMATION IS PROMPTLY FURNISHED TO THE OWNER AND THE ARCHITECT.

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§ 3.18.1 ~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against 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 is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~TO THE FULLEST EXTENT PERMITTED BYLAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 3.18 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

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§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART. ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREE TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NELIGENCE ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE. LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY OR DEATH, OR DAMAGE. CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT
NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR JURY OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.

§ 3.18.5 The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner pursuant to State statutes for the safety of workman and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen,

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 Contractor shall promptly advise the Owner, in writing, of any claim or demand against the Owner or Contractor, known to the Contractor related to or arising out of Contractor's activities under this Contract.

§ 3.18.8 The provisions in this Section 3.18 in its entirety shall survive the completion, termination or expiration of this contract and are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

§ 3.19 Representations And Warranties

§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the

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requirements of the Contract Documents.

§ 3.20 Business Standards

§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 Antitrust Violation

To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

PAGE 30

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~Owner.

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§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date ~~the Architect issues the final Certificate for Payment.~~ of the Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract ~~Documents.~~Documents, or as they may be amended in the future.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 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 the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~Documents, and delivered on time. In addition, the Architect or its structural consultant will (1) provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable; and (2) provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner.

§ 4.2.3 On the basis of the site ~~visits,~~ observations, the Architect will keep the Owner ~~reasonably~~ informed about the progress and quality ~~of the portion of the Work completed, and~~ the Work completed. The Architect shall promptly report to the Owner and Contractor orally regarding: (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. An oral notification of defects and deficiencies observed in the Work shall be followed by a notice in writing to the Owner and Contractor specifying the defect(s), non-conforming Work, deviations from the Contract Documents and corrective actions taken or recommended. The Architect shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs and will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract ~~Documents. The~~ Documents, nor shall the Architect 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.~~of the Work. This does not, however, relieve Architect

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of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed by the Contractor at no additional cost to Owner. In addition, the Contractor shall reimburse the Owner for compensation paid to the Architect (whether performed by the Architect or its Consultants) or the Owner's Consultants, for additional site visits made necessary by the fault, neglect, the request of the Contractor or made necessary by the Contractor's construction defect or nonconforming Work. Any amount subject to reimbursement under this Section may be required by Owner to be deducted from the next Payment Application submitted by the Contractor and any subsequent Payment Application until paid, and if any amount remains unpaid, the balance shall be paid by the Contractor as a condition to Final Payment.

PAGE 31

~~**The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications**~~ Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters relating to the Contract and the Project. However, the Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communication by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. ~~**The Contract Documents may specify other communication protocols.**~~

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, in accordance with the Contract Documents, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect or Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect or Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner 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 or Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work may be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall prevent action to require conformance, if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents. Architect and/or Contractor shall promptly notify, the other party orally and in writing, and Owner of any perceived fault or defect in the design or nonconformance of the Work with the Construction Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness ~~while allowing~~ as to cause no delay in the Work or in the activities of the Owner, Contractor or Separate Contractors, and allow sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies

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and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and prepare, and make written recommendations to Owner regarding all Change Orders (including changes in the Work to be paid from contingency funds) and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents. The Architect's recommendation shall be accompanied by all supporting documentation necessary for the Owner to make an informed decision, including but not limited to an itemized turn-key proposal from the Contractor which includes quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit proposed. Prior to submission of such documentation to the Owner, the Architect shall review such proposals for reasonableness of pricing and compliance with Section 7.1.4 regarding markup. The Architect may order minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in ~~Section 7.4.~~ Section 7.4. The Architect will investigate and make determinations and recommendations regarding
concealed and unknown conditions as provided in ~~Section 3.7.4.~~Section 3.7.4. The Architect is specifically not authorized to
approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect and the Owner's representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final ~~completion;~~ completion. Upon completion of such inspection and agreement by Owner and Architect as to Substantial Completion, the Architect may issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to ~~Section 9.10.~~Section 9.10 for approval by the Owner.
PAGE 32

§ 4.2.11 ~~The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.~~ Upon written request of the Owner or Contractor, the Architect will issue its interpretation of the requirements of the plans and specifications. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. ~~When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.~~

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract ~~Documents.~~Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.
PAGE 33

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and ~~Architect~~ Architect, in writing, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect ~~may~~ shall notify the Contractor in writing, whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner

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§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was~~ When the parties agree on a proposed substitute Subcontractor 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. However, no increase in the ~~Contract Sum or~~ Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected ~~if the Owner or Architect makes reasonable objection to such substitution.~~without providing reasonable written notice to the Owner and Architect. If neither the Owner nor Architect submits a reasonable objection to such proposed substitution within ten (10) days following their receipt of written notice the Contractor may proceed with the substitution. If either Owner or Architect submit an objection, the Subcontractor shall proceed in accordance with Section 5.2.3 above.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sum shall be allowed for failure to so inspect or investigate.

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§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

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§ 5.3.3 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

PAGE 34

§ 5.4.1 Each subcontract agreement for ~~a~~ any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner ~~for cause pursuant to Section 14.2~~ or abandonment of the Project by the Contractor and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and ~~Contractor;~~ Contractor in writing; and

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the ~~Contract.~~Contract; and

.3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ may, in the Owner's sole discretion, be equitably adjusted for increases in cost resulting from the suspension. Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcon tractors prior to the date of Owner's written notice of acceptance.

§ 5.5 Notice Of Subcontractor Default

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

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§ 6.1.1 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 the 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.~~Contract.

PAGE 35

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual ~~agreement.~~ agreement by the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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~~**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access, staging, introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. ~~The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.~~

§ 6.2.3 All costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate ~~Contractor~~ Contractor, the Architect or any Consultant because of the Contractor's delays, improperly timed activities ~~or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work~~ or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate ~~Contractor as provided in Section 10.2.5.~~Contractor.

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If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the ~~Architect~~ Owner will allocate the cost among those responsible.

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Changes may be funded out of a contingency fund, if any, or other allowance established herein, or may require a change in the Contract Sum. The authority to approve a change to the Work, the Contract Sum, approve payment from a Contingency or Allowance, or a change in the Project Time, rests solely with the Owner. A Change Order funded from the Contingency or other Allowance shall be referred to herein for clarity as a "Contingency Authorization Order".

§ 7.1.2 A Contingency Authorization Order or Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive Architect executed prior to commencement of any Work covered by the Order. A Construction Change Directive (whether funded from contingency, if any, or by an increase in the Contract Sum) requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. the Contractor prior to the commencement of the Work. An order for a minor change in the Work may be issued by the~~Architect alone.~~
Architect alone, except as otherwise provided herein.
PAGE 36

§ 7.1.4 Change Order Mark-Up. On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead, profit permitted to be charged to the Owner shall be based on the following schedule:

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.1 for work performed by the Contractor's own forces, Contractor's mark-up for overhead and profit shall not exceed 10% of the cost of the change in the Work (0% for change orders to be paid out of any contingency allowance).

.2 for the Contractor, for supervision of work performed by the Contractor's Subcontractors, the total Contractor mark-up for overhead and profit shall not exceed 4% of the amount due to the Subcontractors (0% for change orders to be paid out of any contingency allowance).

.3 for each Subcontractor or Sub-subcontractor involved, in Work performed by that Subcontractor's or Sub-subcontractor's own forces, the total mark-up for overhead and profit ten percent (10%) of the cost of the change in the Work.

.4 In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by Contingency or other Allowances provided for in the Contract Documents.

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Methods used to determine adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum (the Guaranteed Maximum Price, as applicable) or Contract Time, or both. The Owner may by Construction Change

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consisting of additions, deletions, or other revisions, the Contract Sum ~~and Contract Time being adjusted accordingly.~~and Contract Time being adjusted accordingly.(the Guaranteed Maximum Price, as applicable) and Contract Time being adjusted as provided in Section 7.3.3.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract ~~Sum,~~ Sum (or the Guaranteed Maximum Price, as applicable), the adjustment shall be based on one of the following methods:

PAGE 37

.2 Unit prices stated in the Contract Documents or subsequently agreed ~~upon;~~upon (additional mark-ups for overhead and profit will not be allowed);

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage ~~fee;~~ fee, subject to the limitations of subparagraph 7.1.4; or

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, (or the Guaranteed Maximum Price, as applicable), the Architect shall determine the adjustment on the basis of

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set forth in the Agreement, a reasonable amount. In such case, and also under ~~Section 7.3.3.3,~~ Section 7.3.3.3, the Contractor shall

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supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this ~~Section 7.3.4~~ Section 7.3.4 of
the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

.1 ~~Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance,~~ Actual documented costs of labor, including applicable payroll taxes and other employee costs approved by the ~~Architect;~~Architect;the Owner prior to the approval of the Change Order or Contingency Authorization Order (a labor burden factor will not be accepted as documentation);;

.2 ~~Costs~~ Actual documented costs of materials, supplies, and equipment, including cost of transportation, whether such materials, supplies, and equipment are incorporated or consumed;

.3 ~~Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~Actual documented rental costs of machinery and equipment, if rented from unaffiliated third-parties, exclusive of hand tools;;

.4 ~~Costs~~ Actual documented costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the change; change, if any; and

.5 ~~Costs~~ Actual documented costs of supervision and field office personnel directly attributable to ~~the change.~~the
change and only if the adjustment causes an extension of the Contract Time..

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Work is performed without an agreement as to the final price, the Contractor shall, at a minimum, retain and provide to the Owner, the following documentation to adequately document its actual costs of performing the scope of work set out in a Construction Change Directive. Adequate Documentation shall include at a minimum, but not limited to, payroll records for employees of Contractor providing the Work included in the Change Directive, as well as written documentation of time spent solely on the scope of the Change Directive Work, prepared concurrent with the performance of the Work, including (for example) sign-in and sign-out sheets or time cards, executed by the employee(s) documenting attendance and receipts for all materials delivered to the Project site for incorporation in the Work of the Change Directive and paid for by the Contractor. If any of the Work of the Change Directive is performed by subcontractors, the Contractor shall provide a copy of the subcontract, an itemized invoice or payment application which includes, in either case, a detailed itemization of costs showing quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit (in accordance with Section 7.1.4) labor and materials provided by the subcontractor, with receipted invoices for all materials incorporated in the Work and evidence of payment by the subcontractor attached. If the Contractor disagrees with the adjustment in the Contract Time, the Contract Sum (or the Guaranteed Maximum Price, as applicable), allowed in any Change Directive, the Contractor

...

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement (by executing and returning the Change Directive) or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract ~~Time.~~Time, not later than ten (10) calendar days following the Contractor's receipt of the Construction Change Directive. A copy of a notice of disagreement shall also be provided to the Owner concurrent with the notice to the Architect. A Notice of Disagreement must contain the number of the Change Directive, the date the Change Directive was issued and the words **"Notice of Disagreement With Change Directive"** in the Subject line. It is imperative that Owner receive timely specific notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum ~~and~~ and/or the Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. plus the permitted overhead and profit as set forth in Section 7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, both changes shall be shown on the same Change Order and the permitted allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Returned materials shall be credited at actual cost and no penalty or restocking fee shall be permitted to be charged to the Owner.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will require as a condition precedent to certification of payment for Work completed under the Construction Change Directive that the Contractor provide the documentation required by Section 7.3.4**,** and based on such documentation, shall make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect is specifically authorized by this Section 7.3.9 to require submission of such documentation and any other documentation required to evaluate the requested payment, and shall withhold payment certification until such documentation is received and an interim determination is made in accordance with this Section. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change ~~Order.~~ Order reflecting the Agreement of the Owner and Contractor. Change Orders may be issued for all or any part of a Construction Change Directive.

...

~~The~~ With prior written notice to the Owner's representative, 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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

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

§ 8.1.2 Commencement. The date of commencement of the Work ~~is the date established in the Agreement.~~shall be the first business day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement (or Guaranteed Maximum Price Amendment, as applicable) has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

§ 8.1.3 Substantial and Final Completion

The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.3.1 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion.

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§ 8.1.4 Day. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
PAGE 39

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

...

§ 8.2.4 Liquidated Damages
§ 8.2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the per diem amounts set out in the AIA Document A101 (2017) or the AIA Document A133 (2019) into which these General Conditions are incorporated and executed concurrently with these General Conditions, commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 8.2.4.2 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor all liquidated damages, if any, due Owner in accordance with the Contract Documents.

§ 8.2.4.3 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.4.4 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~(1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties,~~ war, civil commotion, pandemic, epidemic, federal, state or local declared disaster or public emergency, act of God, governmental restrictions, regulations, orders, or interference, fire or other unavoidable casualty, material changes ordered in the Work; adverse weather conditions documented in accordance with Section ~~15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution;~~ 15.1.6 by delay authorized in writing by the Owner prior to the happening of the delay event; or (5) by other causes that the Contractor asserts, and the Architect ~~determines,~~ and Owner determine, justify delay, then the Contract Time ~~shall~~ may be extended for such reasonable time as the Architect ~~may determine.~~and Owner may determine based upon documentation by the Contractor..

§ 8.3.1.1 The adjustment of the Contract Time for delay, disruption, and interference described in this Section 8.3.1 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's timely delivery of the notice and claim as set out in this Section 8.3.1. An adjustment to the Contract Time shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Section 8.3.1, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for Owner-caused delays.

§ 8.3.1.2 Notice and Claim for Extension. In the event of a delay in the commencement or progress of the Work as a result of any of the circumstances in this Section 8.3.1, the Contractor may receive an extension of time for completion

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of the Work equal to the delay, if the Contractor delivers a written notice and claim to the Owner and Architect delivered in any manner provided in Section 1.6.1 of this Agreement. The Notice shall identify and provide a reasonably detailed description of the circumstances causing the delay, disruption, or interference to the Contractor's performance or progress of the Work on or before the due date of Contractor's Application for Payment covering the period in which the delay began. Claims for an extension of time shall be stated in whole or half calendar days, as applicable. The actual date on which the delay(s) began and/or the date the delay ended, if applicable, must be stated in the Claim Notices as applicable.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~In the case of claims for extension of time because of unusually inclement weather, such extension of time may be granted only if the Contractor files a claim in accordance with the requirements set out in Section 15.1.6.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Contractor shall not be entitled to an adjustment in the Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

§ 8.3.4 Any adjustment of the Contract Time authorized under Section 8.3 shall be conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's submission of a timely and properly documented Notice and Claim for additional time in accordance with Section 8.3.

§ 8.3.5 Adjustments to the Contract Time addressed in this Section 8.3 shall apply only to requests for extensions of time based upon delay, disruption, or interference to the Contractor's performance or progress of the Work and shall have no applicability to requests for adjustment of the Contract Time due to other changes in circumstance, including but not limited to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services or materials required, beyond those specified by the Contract Documents. Claims for an adjustment of the Contract Time resulting from these kinds of changes shall be authorized only pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work in accordance with the Contract Documents.

§ 8.4 No Damages or Other Compensation for Delay or Acceleration

This Agreement does not permit recovery by the Contractor of damages or additional compensation for delay, acceleration, disruption, or interference to the Contractor's performance or progress of the Work Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time including but not limited to delay, disruption, or interference caused by the Owner the Architect, of an employee of either, or of a Separate Contractor, any of the circumstances set out in Section 8.3.1 or acceleration of the Work required by the Owner in accordance with the terms of this Agreement. Contractor's sole remedy for delay disruption, or interference in its performance or progress of the Work or any required acceleration of the Work shall be the grant of an extension of time for completion equal to a delay or such reasonable time as the Owner and Architect may determine in their sole discretion.

PAGE 40

§ 9.1.1 The Contract Sum is stated in the Agreement or the Guaranteed Maximum Price Amendment in the case of a Construction Manager at Risk Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices ~~shall be equitably adjusted.~~may be equitably adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

PAGE 41

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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for ~~Payment,~~ Payment or, in the case of a Guaranteed Maximum Price, concurrent with the Guaranteed Maximum Price Proposal, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the ~~Architect,~~ Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702-1992 and G703-1992, Application and Certificate for Payment and Continuation Sheet.

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment,~~ In accordance with the requirements of Section 5.1 of the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage ~~if provided for in the Contract Documents.~~withheld. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor ~~does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~has not been invoiced by a Subcontractor or supplier, unless such Work was self-performed; in such case, only portions of Work actually performed shall be included on the Contractor's request for payment.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.1.4 The Owner shall withhold retainage as provided in the Agreement, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein. The retainage shall be paid to the Contractor with the Final Payment, subject to the requirements of the Contract Documents.

§ 9.3.2 Unless otherwise provided in ~~the Contract Documents, payments shall~~ a separate written agreement executed between the Owner and Contractor prior to delivery, payments shall not be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. ~~If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~The Owner may, in Owner's sole discretion, require Contractor's compliance with such reasonable procedures and requirements as it may establish, as a condition precedent to the grant of Owner's consent and agreement to payment, including but not limited to the following:

.1 provision of any additional insurance required to protect the materials and equipment while stored;

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.2 payment of the costs to store the materials and equipment and any additional transportation costs for multiple deliveries;

.3 provision of written consent of Contractor's surety to such storage;

.4 submission of an affidavit identifying materials and equipment stored off-site for later incorporation into the Work, and acknowledging responsibility for such materials and equipment;

.5 provision of documentation that the facility where the materials and/or equipment will be stored is an adequately insured commercial warehouse, where the materials and equipment stored will be sheltered from the weather and outside elements and are stored in accordance with the manufacturer's instructions, including proper temperature and humidity controls and that the materials and equipment have been physically separated and marked for the Project;

.6. its agreement to bear the cost of Owner and/or Architect's visits to the off-site storage facility to confirm compliance with these requirements and review the stored contents, and Contractor shall agree to allow such costs to be offset from Progress Payments;

.7 agreement that payment of any costs related to compliance with the procedures and requirements for storage of materials and equipment on or off-site, shall not be subject to charges for overhead or profit;

.8 submission of bills of sale or other documentation acceptable to the Owner, showing proof of delivery and establishing the Owner's title to the materials or equipment and/or otherwise protecting the Owner's interest, including naming the Owner as additional insured on the required insurance policy (naming the specific materials or equipment stored and their location) and providing proof of delivery for those materials and equipment;

.9 agreeing that, in the event of termination of the Contract or default by the Contractor, the material and equipment stored on or off-site shall be immediately turned over to the Owner by delivery to the location designated by the Owner and that the operator of the storage facility is aware of this agreement and willing to honor it; and

.10 agreeing that all such stored materials and equipment, to the extent they include mechanical components, will be maintained by the Contractor kept in good working condition and ready for Immediate installation, to the same extent they would have been, had they been delivered "just in time" for installation, that Contractor will be solely responsible for assuring any manufacturer's warranty will commence on date of completion of installation and/or start-up of the material or equipment and for repairs required prior to installation to assure performance in accordance with the Contract Documents.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY A SUPPLIER, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TO CONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Application for Payment, Contractor shall certify that: the information contained in the Application presented is true, correct, accurate and complete; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and, unless an agreement described in Paragraph 9.3.2 has been signed, incorporated into the Work; that the subcontractors whose work is identified in the Applications for Payment have been paid, or Contractor has been invoiced for same and intends to pay such subcontractors; there are no known mechanics' or materialmens' liens outstanding at the date of the Application, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

PAGE 42

§ 9.4.1 The Architect will, ~~within seven days after receipt of the Contractor's Application for Payment,~~ carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the

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Contractor as provided in Section 9.4.2. If the Application for Payment is complete, then the Architect shall sign and, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing, of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner in writing, of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq.*

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by ~~the Architect.~~ the Architect in writing to the Owner.. However, the issuance of a Certificate for Payment will 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 unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

PAGE 43

.7 repeated failure to carry out the Work in accordance with the Contract ~~Documents.~~ Documents;
.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;
.9 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;
.10 evidence of financial inability to perform the Contract fully;
.11 failure to submit record documents required by the Contract; or
.12 failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 ~~When either party disputes the Architect's~~ If the Contractor disputes the Architect's or the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, ~~that party~~ the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. Notwithstanding any provision contained within this Article, if the Contractor has not achieved Substantial Completion by the required date, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment to the extent necessary to preserve sufficient funds to

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complete construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1, or this Section 9.5.4.

PAGE 44

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and ~~shall so notify the Architect.~~in accordance with the Texas Government Code section 2251.042 et. Seq., Owner shall within twenty-one (21) days notify the Architect and Contractor if Owner disputes the Architect's Certificate for Payment, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 ~~The Contractor shall pay each Subcontractor, no later than seven days after~~ In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, ~~the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.~~all bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

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§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for~~ The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253. Notwithstanding the foregoing, payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the ~~Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~Contractor.

PAGE 45

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if~~ **§ 9.7.1** Pursuant to Texas Government Code Section 2251.051,if the Owner does not pay the Contractor ~~within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days'~~ any payment certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor may, upon ten (10) days' written notice to the Owner and Architect, that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the ~~amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance.

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No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect to either: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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§ 9.8.1 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.~~use; provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

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§ 9.8.3 Upon receipt of the Contractor's list, the Architect accompanied by the Owner or Owner's representative, at the Owner's option, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 If, in Architect's opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

§ 9.8.3.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is ~~substantially complete,~~ Substantially Complete, as defined by the Contract Documents,, the Architect will prepare a Certificate of Substantial Completion that 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. If Work is to be completed or corrected after the date of Substantial Completion and prior to

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final payment, Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect, or the date of Final Payment. ("Warranty Commencement Date").

§ 9.8.5 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.~~

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

PAGE 46

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to in writing by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties ~~required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2.~~ on the partially completed portion of the Work, as required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

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§ 9.9.3 Unless ~~otherwise agreed upon,~~ expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract ~~Documents.~~Documents , nor shall it constitute evidence of Substantial Completion or Final Completion.

...

§ 9.10.1 ~~Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract~~ When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner (at Owner's option) will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment ~~stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the~~ certifying to the Owner that the Work has been completed in accordance with the Contract Documents and that ~~the entire balance found to be due the Contractor~~ remainder of the Contract Sum, including all retainage, less any amount withheld pursuant to the Contract and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in ~~Section 9.10.2~~ Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment. .

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) ~~an~~ its affidavit that payrolls, bills for materials and equipment, and other ~~indebtedness~~ liabilities connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) ~~if required~~ except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of
the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to ~~indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~discharge any such lien or indemnify the Owner from liability; (7) In addition, the following items must be completed and received by the Owner before Final Payment will be due:

- **.1** Written certifications required by Sections 10.5, 10.6, and 10.7 herein;
- **.2** Final list of subcontractors (AIA Document G705-2001);
- **.3** Contractor's Certification of Project Compliance required by 16 Texas Administrative Code, Section 61.1036, located at: https://tea.texas.gov;
- **.4** Contractor's warranties, organized as required elsewhere in the Contract Documents;
- **.5** Maintenance and Instruction Manuals;
- **.6** Owner's Certificate of Final Completion; and
- **.7** "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes. Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above

§ 9.10.3 ~~If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it~~ The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. Final Payment shall not constitute a waiver of~~Claims.~~ Claims any Claims by the Owner.

§ 9.10.4 ~~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.~~

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously ~~made in writing~~ asserted pursuant to Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 The Contractor shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the Work, the site or any amounts due or to become due to the Contractor under the Contract Documents. If any such lien, charge or claim is so asserted, the Contractor shall promptly procure its release and indemnify the Owner against all damage and expense incident thereto. Upon completion of the Work and before any final payment and settlement, the Contractor shall provide evidence satisfactory to the Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, Subcontractors and Sub-subcontractors; provided, however, that if the Contractor has not paid for any of the aforesaid as a result of a bona fide dispute, and payment of such is guaranteed and covered by the payment bond provided by the Contractor, then the Contractor shall not be required to pay such claim as a condition to final payment and settlement, but instead shall be required to provide Owner with written consent to final payment executed by such surety, expressly acknowledging the existence of such unpaid claim, and agreeing that full and final payment to the Contractor shall not impair any of the Owner's rights or the surety's obligations under the bond.

§ 9.11 Audit

Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

PAGE 48

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the ~~Contract.~~Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor shall ensure that the Project site is alcohol-free, drug-free, nicotine/ tobacco-free, e-cigarette free, weapon-free, and sexual-harassment free, and shall require strict compliance on the Project Site with the Owner's Board Policies, including but not limited to GKA(Legal) and GKA(Local). Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

10.1.2 Dress Code, Fraternization and Sexual Harassment. Contractor shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Contractor shall prohibit fraternization between all persons working under Contractor or any of its subcontractors,

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students and Owner's employees while on Owner's property. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 10.1.3 Weapons. Owner has also banned use, possession, or display of any firearm, handgun, location-restricted knife, club, or "prohibited weapon", as defined by the Texas Penal Code and Owner's Board Policy FNCG(Legal), except when the Contractor, its representatives, employees, agents, and subcontractors, or anyone else over which the Contractor has control or authority holds a Texas handgun license, stores the handgun or other firearm in a locked vehicle in the Owners parking lot, garage, or other parking area provided by the Owner AND the firearm is not loaded and not in plain view. A copy of such policy is available through a link on the Owner's website. The Contractor further agrees that Contractor's representatives, employees, agents, and subcontractors will abide by these requirements as well as the Federal Gun-Free School Zones Act.

§ 10.1.4 Tobacco and E-Cigarettes. Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not use e-cigarettes or tobacco products while on the Project Site.

§ 10.1.5 Small Unmanned Aircraft (Drones). The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107. as applicable, and any other applicable federal or state laws and regulations.
PAGE 49

§ 10.2.1 The Contractor shall maintain good order among its employees and its Subcontractors, shall confine its employees and Subcontractors to such work areas, roads and gates as directed by the Owner, take reasonable and necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the ~~Work~~ Work, school personnel, students and other persons on the Owner's premises and other persons who may be affected ~~thereby;~~thereby, which protection shall include the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility, and taking reasonable precautions to secure any abusable glue, aerosol paint, or any other chemical substance for inhalation being used on the project site;;

...

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor's obligations under this Section shall continue to apply during any time period when all or a portion of the Work is suspended for any reason. Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project..

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§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of ~~explosives or other~~ hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified ~~personnel.~~personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

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~~**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 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 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, 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 3.18.~~

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§ 10.2.8.1 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

§ 10.2.8.2 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

PAGE 50

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Owner shall not be responsible for materials or substances brought to the site by the Contractor.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall as soon as reasonably possible, obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. ~~By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.~~Contractor may be entitled to an extension of the Contract Time in accordance with Article 8.3.

§ 10.3.3 To the ~~fullest extent permitted by law,~~ extent permitted by the laws and Constitution of the State of Texas,, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not

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limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. ~~The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~

§ 10.3.5 ~~The Contractor shall reimburse~~ Except to the extent that the cost and expense are due to the Owner's fault or negligence, if Contractor imports hazardous materials onto the Project site, the Contractor shall indemnify and hold harmless the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, ~~or~~ (2) where the Contractor fails to perform its obligations under ~~Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~Section 10.3.1; and (3) any fines or penalties of government agencies directly resulting from the Contractor's importation of the hazardous materials onto the Project site..

§ 10.3.6 ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~
PAGE 51

§ 10.4 .1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 Asbestos Or Asbestos-Containing Materials. Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

§ 10.6 Lead-Free Material In Potable Water System
§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

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§ 10.7 Hazardous Materials Certification

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

...

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below the Agreement or elsewhere in the Contract Documents. No Work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 11 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~State of Texas.

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:	Bodily Injury by Accident - $500,000 Each Accident. Bodily Injury by Disease - $500,000 Each Employee. Bodily Injury by Disease - $500,000 Policy Limit.
Commercial General Liability: (Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	$1,000,000.00 – combined single limit for bodily injury and property damage $2,000,000.00 - aggregate
Property Damage Independent Contractors Contractual Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate per project (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage	$1,000,000.00 combined single limit $1,000,000.00 each occurrence
Umbrella or Excess Liability	$2,000,000.00 - each occurrence $2,000,000 – aggregate
Owner's Protective Liability Insurance: Contractor must obtain an owner's liability insurance policy, at Contractor's expense, naming the District and its employees.	Bodily Injury - $1,000,000 Each Occurrence Aggregate - $1,000,000.
All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one	

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hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.

Professional Liability for Construction Manager-At-Risk.
In addition to the coverage and limits provided above, if these General Conditions are incorporated into the AIA Document A133™–2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, the Construction Manager shall also provide Professional Liability Insurance covering negligent acts, errors and omissions in the performance of professional services during the pre-construction phase, with policy limits of not less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.

§ 11.1.2 The ~~Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~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 acceptable to the Owner.

§ 11.1.3 ~~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.~~The General Liability and Automobile policies so issued in the name of Contractor shall also name the Owner as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage (and associated Umbrella Coverage) required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

§ 11.1.4 ~~Notice of Cancellation or Expiration of Contractor's Required Insurance.~~ ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1.

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If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

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

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

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

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
(a) a certificate of coverage, prior to the other person beginning work on the Project; and
(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

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

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)

PAGE 55

~~**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, 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~~

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~~Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work 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.~~

~~§ 11.3 Waivers of Subrogation~~

~~§ 11.3.1~~ ~~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 the Agreement or other property insurance applicable to the Project, 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 11.3.1 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.~~

~~§ 11.3.2~~ ~~If during the 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 accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum 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.

§ 11.4.3 The Payment and Performance Bond 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 "B" 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.

§ 11.4.4 The Sureties shall promptly file a signed copy of the Contract, Performance Bond, and Payment Bond with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code or, in the case of a Construction Manager, as required by Section 14.3.3 of the AIA Document A133-2019.

§ 11.4.5 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect 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.

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§ 11.4.6 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.7 Upon the request in writing 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 permit a copy to be made.

§ 11.4.8 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.

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~**§11.5 Adjustment and Settlement of Insured Loss**~~
~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement 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 and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

§11.4.9 By inclusion of this Section 11.4.9 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

PAGE 56

§ 12.1.1 If a portion of the Work is covered prior to inspection, contrary to the Architect's request or to requirements specifically expressed in the Contract ~~Documents,~~ Documents or if any known deficiencies exist, it must, if requested in writing by the Architect, be uncovered by the Contractor for the Architect's examination and be replaced at the Contractor's sole expense without change in the Contract Time. If the uncovered work is determined by the Architect

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upon inspection to be deficient or not in accordance with the Contract Documents, the uncovered Work which is deficient or not in accordance with the Contract Documents shall be corrected and covered at the Contractor's sole expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense. If the a request inspection of the Work prior to covering or including a requirement for inspection in the Contract Documents is within the Architect's standard of care and the Architect has failed to timely make such request or include the requirement in the Contract Documents, the Architect shall reimburse the Owner for the actual costs of uncovering and recovering such Work and additional costs of correction, if any, caused by covering the Work prior to inspection.

...

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's ~~expense.~~expense and will be subject to offset by the Owner at Final Payment.

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, 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 9.9.1, or by terms of any 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 Owner shall give such notice of the condition to the Contractor with reasonable promptness after discovery of the condition. 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.~~ condition in its non-conforming state. 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.~~ based on a breach of the warranty
contained in this Section 12.2.2.1 providing for correction of Work during the one-year period. If the Contractor fails to correct nonconforming Work within a reasonable time during ~~that~~ the period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

§ 12.2.2.3 The one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

...

§ 12.2.4 ~~The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.~~Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial
Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.
PAGE 57

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fails to conform with the requirements of this Agreement that appear during the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or

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within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work or by the negligent act of the Contractor or its employees, agents or subcontractors. The cost to Contractor of performing any of its obligations under this Section 12.2.6 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost to the Owner of the correction.

§ 12.2.9 Contractor's express warranties set out in this Article 12 shall be in addition to, and not in lieu of, any other warranties or remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

...

The Contract shall be governed by the ~~law~~ laws of the State of Texas without regard to 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. No provision of this Agreement shall waive any immunity or defense. of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~ Neither party to the Contract shall assign the Contract ~~as a whole~~ in whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity 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 the assignment.

§ 13.2.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.
PAGE 58

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public ~~authorities. 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.~~ authorities having jurisdiction. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not

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become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including but not limited to those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

...

~~Payments~~ Undisputed payments due and unpaid under the Contract Documents shall bear interest ~~from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Equal Opportunity In Employment

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 Contractors Records

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office or the principal offices of the Contractor, at the sole option of the Owner.

§ 13.7.3 For all Change Orders, Allowances and expenditures from Contingency Funds, Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

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§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 No Third-Party Beneficiaries

There are no third-party beneficiaries to this agreement.

§ 13.9 Proprietary Interests And Confidential Information

§ 13.9.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.9.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; detailed layouts of the Owner's Facilities; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.9.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, *et seq*., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, *et seq*.

§ 13.10 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

PAGE 60

§ 14.1.1 ~~The Contractor may terminate the Contract if~~ If the Work is stopped for a period of ~~30~~ thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the ~~Work, for any of the following reasons:~~Work under direct or indirect contract with the Contractor for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows::

...

.3 Because ~~the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a~~ of undisputed sums due on an approved Certificate for Payment within the time stated in~~the Contract Documents; or~~

~~**.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~ the Contract Documents; or

§ 14.1.2 ~~The Contractor may terminate the Contract if,~~ If, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any

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365-day period, whichever is ~~less.~~less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment ~~for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ in an amount which would have been recoverable had the termination been for the Owner's convenience.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven~~ ten (10) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

.2 fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

...

.4 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.

.5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in or permits serious or repeated worker misconduct in violation of Article 3.3;

.7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.8 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

PAGE 61

.3 Finish the Work by whatever reasonable method the Owner may deem ~~expedient. Upon written 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.~~expedient..

In any such event, title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

§ 14.2.4 If the ~~unpaid balance~~ of the Contract Sum exceeds costs of finishing the Work, including compensation for the ~~Architect's~~ Architects' services and expenses made necessary thereby, and other damages incurred by the Owner

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and not expressly ~~waived, such excess shall be paid to the Contractor.~~ waived. If such costs and damages exceed the unpaid balance, the Contractor exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price (if the Project is a Construction Manager at Risk project), then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the ~~Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this~~ Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

...

§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. ~~Adjustment of the Contract Sum shall include profit.~~ No adjustment shall be made to the extent

PAGE 62

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work ~~properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~
executed, for profit only on that portion of the Work executed, and reasonable costs of demobilization..

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in this Section 14.4.3.

...

~~**§ 15.1.2 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, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements~~

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~~of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~

...

§ 15.1.4.2 The Contract Sum (or Guaranteed Maximum Price, as applicable), if permitted, and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. ~~The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

PAGE 63

If the Contractor wishes to make a Claim for an increase in the Contract ~~Sum,~~ Sum (provided such a claim is specifically permitted by the Contract Documents), notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

...

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions occurred at the locality of the Work which were abnormal for the period of time, were in excess of that normally experienced at the job site, could not have been reasonably anticipated, ~~and had an adverse effect on the scheduled construction.~~and prevented the execution of Work on scheduled Working Days. The term "Adverse Weather Conditions" as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the Local Climatological Data maintained by NOAA's National Centers for Environmental Information [formerly the National Climatic Data Center (NCDC)] from the station closest to the location of the Work. No day will be counted as a rain-day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of the Contract Time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, but shall be applied only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. As provided herein, Contractor shall only be entitled an extension of the Contract Time per the terms of the Contract Documents and no damages shall be paid for delays.

§ 15.1.7 Calculating Claims For Damages

Except as otherwise provided in this Agreement, in calculating the amount of any Claim recoverable by the Contractor, the following standards will apply:

.1 No indirect or consequential damages will be allowed.

.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

.4 No damages will be allowed for home office overhead or other home office changes or any Eichleay formula calculation. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the

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requirements of the Contract Documents, nor will this Section 15.1.7 be deemed to apply to delay damages, which are prohibited entirely

~~**§ 15.1.7 Waiver of Claims for Consequential Damages**~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. 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 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.2.1 ~~Claims, excluding those 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 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision~~ Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any ~~Claim. If an initial decision has not been rendered within 30 days~~ Claim, after the Claim has been referred to the ~~Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 ~~The Initial Decision Maker~~ Architect will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the ~~claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 ~~In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished.~~Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

§ 15.2.5 ~~The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the~~

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~~reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~§ 15.2.6~~ ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~§ 15.2.6.1~~ ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~**Waiver Of Lien**
It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.
PAGE 64

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~In the event that the Owner or the Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator qualified as an impartial third party for purposes of Section 154.052 of the Texas Civil Practice & Remedies Code.

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties..

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

...

§ 15.3.5 Nothing herein shall preclude the Owner or the Contractor or as applicable, the Construction Manager from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

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§ 15.3.6 Any claim not resolved in mediation pursuant to Section 15.3 shall be subject to litigation as the sole method of dispute resolution.

§ 15.3.7 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

§ 15.4 Arbitration. This Section 15.4 and all subparts are intentionally deleted. No dispute arising under the Contract Documents, these General Conditions or the underlying Contract shall be subject under any circumstances to Arbitration as the method of binding dispute resolution and Owner rejects any selection otherwise made by the parties.

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§ 15.5 Immunity

Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

Mark Veltri (Dec 20, 2023 14:23 CST)

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Rene Gutierrez, Superintendent McAllen Independent School District *(Printed name and title)*	Mark Veltri, Chief Operating Officer Network Cabling Services, Inc. *(Printed name and title)*

APPROVED AS TO FORM
O'HANLON, DEMERATH & CASTILLO, P.C.

By: _____
Kevin T. O'Hanlon

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

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~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kevin O'Hanlon, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:38:24 CT on 12/19/2023 under Order No. 4104242542 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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(Signed)

Counsel for McAllen ISD

(Title)

12/19/2023

(Dated)

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2024-1016 Addendum 1
Network Cabling Services, Inc.
Supplier Response

Event Information

Number: 2024-1016 Addendum 1
Title: McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box
Type: Competitive Sealed Proposal
Issue Date: 9/27/2023
Deadline: 10/18/2023 10:00 AM (CT)
Notes: McAllen Independent School District (the "District") invites your proposal on the referenced project.

Interested respondents may obtain specifications and submit their proposals electronically through IonWave.

Contractors submitting a response shall not discuss this CSP with employees of District or members of the Board of Trustees of the District. Failure to abide by this requirement may result in disqualification.

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

*Do not contact the Architect/Engineer or Project Manager. Questions/clarifications will not be answered by phone nor by email.

Contact Information

Contact: Graciela Garza
Address: Purchasing Services
2000 N. 23rd Street
McAllen, TX 78501
Phone: (956) 657-4487
Fax: (956) 657-4481
Email: ggarza@mcallenisd.net

Network Cabling Services, Inc. Information

Contact: Margie Teel
Address: 12626 Fuqua Street
Houston, TX 77034
Phone: (281) 484-1777
Fax: (281) 484-1776
Toll Free: (800) 876-2524
Email: mteel@ncs-tx.com
Web Address: www.ncs-tx.com

By submitting your response, you certify that the information provided is true and sufficiently complete so as to not be misleading and that you are authorized to represent and bind your company.

Richard Walters
Signature

rwalters@ncs-tx.com
Email

Submitted at 10/18/2023 09:49:13 AM (CT)

Requested Attachments

W9 Form — NCS- W-9 2023.pdf

Please upload your completed W9 form. (refer to attribute # 5)

HUB Certificate — NCS- WBE Certificate 2024.pdf

Upload your HUB Certificate, if applicable (refer to attribute # 18).

Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation — NCS- Assumed Name Certificate 11-12-14.pdf

Upload your Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation (refer to attribute # 6)

1295 Certificate — NCS- Form 1295 10-10-23.pdf

Upload completed Form 1295. Form must be completed online: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm If not applicable to your company, please attach a statement indicating the reason. (refer to attribute # 3)

Supplier Letters — NCS- Supplier Letters.pdf

Upload your supplier reference letters (refer to attribute #161).

Workers Compensation Experience Rating — NCS EMR 2023-2019.pdf

Upload your Workers Compensation Experience Rating form for the last 3 years (refer to attribute #162).

OSHA Form 300 Log of Work-Related Injuries and Illnesses — NCS- OSHA 22-21-20.pdf

Upload your OSHA form 300 log of work-related injuries and illnesses for the last three (3) years (refer to attribute #163).

Safety Program Manual and/or Procedures — NCS HSE TOC 3-2020.pdf

Upload your company's safety program manual and/or procedures for current and new employees (Refer to attribute #164).

Drug/Alcohol Prevention Policy and/or Procedures — NCS- Substance Abuse Prevention Policy.pdf

Upload your drug/alcohol prevention policy and/or procedures (refer to attribute #165).

Surety Letter — NCS- Bonding Letter 4-4-23.pdf

Upload letter from Surety company (refer to attribute #166).

Financial Statement — NCS- Financials 2022.pdf

Upload your CURRENT financial statement (refer to attribute #168).

Bid Bond — 10.11.23 McAllen ISD- Bond- NCS 10-10-23.pdf

Upload Bid Bond (Refer to attribute #169).

Insurance Certificate (Acord Form) — NCS- COI 23-24- Sample.pdf

Upload your Certificate of Insurance in Acord form. (refer to section 8 of Terms and Conditions)

Conflict of Interest Questionnaire (CIQ) Form — NCS- CIQ 10-10-23.pdf

Upload your completed Conflict of Interest Questionnaire. If no conflict, indicate "N/A" (not applicable) on the form.

Bid Attributes

1 Technical Specifications, and General Terms & Conditions

Please download and read the Technical Specifications, and General Terms & Conditions for this solicitation. Acknowledge you have read, understand and accept.

**This is your electronic signature.

☑ I have read, understand, and hereby acknowledge.

2 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. **If none, enter N/A (Not Applicable)**.

N/A

3 Form 1295 - Certificate of Interested Parties

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online.
Access form at:

- http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- Complete the form
- Enter solicitation number and name
- Print and sign form
- Attach form on "Response Attachments" tab

If exempt, attach documentation.

☑ I have read and understand.

4 Delinquent Taxpayers

In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with any proposer indebted to the District.

**This is your electronic signature.

I am NOT a delinquent taxpayer to McAllen ISD

5 **Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form.**

Attach Completed W-9 under "Response Attachments" tab

Network Cabling Services, Inc.

6 **Does your company have a business name on Line 2 of the W-9? If yes, attach an Assumed Name Certificate/Fictitious Name issued by the State/County (on the "Response Attachments" tab).**

☐ Yes (upload Assumed Name Certificate)

☑ No

7 **Felony Conviction Notification**

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

Select where applicable:

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

B. My company is not owned nor operated by anyone who has been convicted of a felony.

C. My company is owned and operated by an individual who has/have been convicted of a felony.

**This is your electronic signature.

B. My company is not owned nor operated by a felon

8 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If not applicable, please enter N/A (not applicable).

N/A

9 **Criminal History Record Information Review of Certain Contract Employees**

Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

A. None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

B. **Some or all of my employees** and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt**.
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

**This is your electronic signature.

A. None - I hereby agree and certify.

10 **Confidential/Copyrighted Information**

Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term “CONFIDENTIAL” on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

**This is your electronic signature.

☑ I have read and agree.

11	**Declaration of Business Location - Texas Education Code 44.031(b)(8)** Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner: A. Has its principal place of business in the State of Texas; OR B. Employs at least 500 persons in the State of Texas C. Principal place of business is not in the State of Texas. **This is your electronic signature. A. Principal place of business is in TX
12	**Declaration of Business Location - Texas Education Code 44.031(b)(8)** Specify principal place of business (City/State). If not applicable, please enter N/A (not applicable). ***This is your electronic signature. N/A
13	**Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. **This is your electronic signature. ☑ I have read and hereby certify.
14	**Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. **This is your electronic signature. ☑ I have read and hereby certify.

15 **Entities That Boycott Israel**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term ''boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**This is your electronic signature.

☑ I agree and hereby certify.

16 **TEXAS GOVERNMENT CODE Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.**

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**This is your electronic signature.

☑ I have read and hereby certify.

17 **TEXAS GOVERNMENT CODE Sec. 2252.153. LISTED COMPANIES**

Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017.

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

**This is your electronic signature.

☑ I have read and hereby certify.

18 **Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises, & Labor Surplus Area Firms**

Contractor certifies the Bidder’s company is HUB certified with the State of Texas.

[ ] I am an Active certified HUB vendor (attach HUB certificate)
[ ] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
[ ] I am neither

**This is your electronic signature.

Small & Minority, WBE, Labor Surplus Area Firms

19	**Non-Collusion Statement** Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or business or legal entity. **This is your electronic signature. ☑ I have read and hereby certify.
20	**Certification of Compliance with 2 CFR § 200.327 for Federally Funded Purchases** Pursuant to 2 CFR § 200.327, all federally-funded contracts, including small purchases, awarded by McAllen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions. **This is your electronic signature. ☑ I have read and hereby certify.
21	**Contracts in Excess of $250,000** Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **This is your electronic signature. ☑ I have read and hereby certify.
22	**Contracts in Excess of $10,000** All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement. Pursuant to Federal Rule above, when the DISTRICT expends federal funds, the DISTRICT reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT's best interest. **This is your electronic signature. ☑ I have read and hereby certify.

23	**Equal Employment Opportunity** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” **This is your electronic signature. ☑ I have read and hereby certify.
24	**Equal Employment Statement** It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. **This is your electronic signature. ☑ I have read and hereby certify.
25	**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)** When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **This is you electronic signature. ☑ I have read and hereby certify.

26	**Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **This is your electronic signature. ☑ I have read and hereby certify.
27	**Rights to Inventions Made Under a Contract or Agreement** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401,“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. **This is your electronic signature. ☑ I have read and hereby certify.
28	**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **This is your electronic signature. ☑ I have read and hereby certify.
29	**Debarment and Suspension (Executive Orders 12549 and 12689)** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous. **This is your electronic signature. ☑ I have read and hereby certify.

30

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or submit an offer for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

Pursuant to Federal Rule above, when federal funds are expended by District, Vendor certifies that during the term and after the awarded term of an award for all contracts by District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**This is your electronic signature.

☑ I have read and hereby certify.

31

2 C.F.R. § 200.324 Contract Cost and Price

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule above.

**This is your electronic signature.

☑ I have read and hereby certify.

32

2 C.F.R. § 200.323 Procurement of Recovered Materials

An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**This is your electronic signature.

☑ I have read and hereby certify.

33

2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216 or any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**This is your electronic signature.

☑ I have read and hereby certify.

34

Buy American Act

DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy American Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding $2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1–25.2).

**This is your electronic signature.

☑ I have read and hereby certify.

35 **Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with School Nutrition Program funds**

District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

**This is your electronic signature.

☑ I have read and hereby certify.

36 **2 C.F.R § 200.321 Contracting with Small and Minority Businesses, Women's Business Enterprise, and Labor Surplus Area Firms**

CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**This is your electronic signature.

☑ I have read and hereby certify.

37 **2 C.F.R § 200.334 Records Retention Requirements**

When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**This is your electronic signature.

☑ I have read and hereby certify.

38 **2 C.F.R. §200.337 Access to Records**

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

**This is your electronic signature.

☑ I have read and hereby certify.

39	**Copyright** All contracts paid from state or federal grants administered by the Texas Education Agency (“TEA”) must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so. **This is your electronic signature. ☑ I have read and hereby certify.
40	**Certification of Compliance with the Energy Policy and Conservation Act** When District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). **This is your electronic signature. ☑ I have read and hereby certify.
41	**Professional Services Contracts Paid with Federal Funds** For all professional services contracts paid with federal funds, the contract contains the following provisions: 1. All services will be completed during the effective dates of the contract. 2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance. 3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period. 4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323. 5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs. 6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source. 7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged. 8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source. **This is your electronic signature. ☑ I have read and hereby certify.
42	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions. **This is your electronic signature. ☑ I have read and hereby certify.

43

Certification of Compliance with Other Federal Provisions

Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
10. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
11. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
12. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
13. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

**This is your electronic signature.

☑ I have read and hereby certify.

44	**Federally Funded Purchases** Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases. **This is your electronic signature. ☑ I have read and hereby certify.
45	**Note** Any part of the Contingency shall only be utilized if authorized by the Engineer in writing. A cost proposal for this item must be submitted by the Contractor and approved by the Engineer prior to work performance. **This is your electronic signature. ☑ I have read and hereby acknowledge.
46	**Note** Owner intends to proceed with this project in its entirety, however, in the event that Owner faces budget constraints, the scope may be modified as required in order to implement the project. **This is your electronic signature. ☑ I have read and hereby acknowledge.
47	**Note** If awarded this Contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage with the Owner for the entire work as per the Contract Documents within ten (10) days after notice of award. It is agreed that this solicitation is subjected to the Owner's acceptance for a period of forty-five (45) days from the date of opening. **This is your electronic signature. ☑ I have read and hereby acknowledge.
48	**Addendum** Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable. **This is your electronic signature. ☑ I have read and hereby acknowledge.
49	**List Three (3) References for K-12 Projects Completed within the Past Five (5) Years of Similar Scope and Size** For Years: (2019-2023) *Similar scope = Fiber Installation* *Similar Size=>$80,000.00 (minimum)* *Note:* *Blank reference form is available for download on the "Attachments" tab. Reference form(s) shall be completed by Client.* *Client must e-mail completed reference form by October 9, 2023 at 5:00pm, to ggarza@mcallenisd.net.* ***(Respond to Bid Attributes 50-67)***
50	**Reference #1 Project Name** Corpus Christi ISD - Mary Carroll High School

51	**Reference #1 Architect or Engineering Firm** N/A
52	**Reference #1 Scope** Structured Cabling and Fiber
53	**Reference #1 Cost** $866000.00
54	**Reference #1 Completion Date** 4/1/2023
55	**Reference #1 On-time completion?** Yes
56	**Reference #2 Project Name** Harlingen ISD
57	**Reference #2 Architect or Engineering Firm** N/A
58	**Reference #2 Scope** Structured Cabling and Fiber
59	**Reference #2 Cost** $141638.00
60	**Reference #2 Completion Date** 10/1/2021
61	**Reference #2 On-time completion?** Yes
62	**Reference #3 Project Name** Progresso ISD
63	**Reference #3 Architect or Engineering Firm** N/A
64	**Reference #3 Scope** Intercom System
65	**Reference #3 Cost** $280000.00

66 **Reference #3 Completion Date**

9/30/2023

67 **Reference #3 On-time completion?**

Yes

68 **List of Claims, judgements, arbitration proceeding or suits pending or outstanding against your company or its officers, if any. Summarize the nature of the such claim below.**

List Claims (Date, Owner, Summary of each claim)

N/A

69 **List three (3) K-12 projects completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor"**

For Years (2019-2023)

Similar scope = Fiber Installation
Similar Size=>$80,000.00 (minimum)

(Respond to Bid Attributes 70-87)

70 **Project #1 Project Name**

HCISD Treasure Hills

71 **Project #1 Architect or Engineering Firm**

N/A

72 **Project #1 Scope**

Structured Cabling and Fiber

73 **Project #1 Cost**

$141638.00

74 **Project #1 Completion Date**

10/1/2021

75 **Project #1 On-time completion?**

Yes

76 **Project #2 Project Name**

Progresso ISD

77 **Project #2 Architect or Engineering Firm**

N/A

78 **Project #2 Scope**

Intercom System

79	**Project #2 Cost** $280000.00
80	**Project #2 Completion Date** 9/20/2023
81	**Project #2 On-time completion?** Yes
82	**Project #3 Project Name** BCFS Harlingen
83	**Project #3 Architect or Engineering Firm** N/A
84	**Project #3 Scope** Fiber to 6 Campus Buildings
85	**Project #3 Cost** $65800.00
86	**Project #3 Completion Date** 8/1/2020
87	**Project #3 On-time completion?** Yes
88	**List three (3) current or past Non-K-12 projects completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor"** For Years (2019-2023) *Similar scope = Fiber Installation* *Similar Size=>$80,000.00 (minimum)* **(Respond to Bid Attributes 89-106)**
89	**Project #1 Project Name** BCFS Harlingen
90	**Project #1 Architect or Engineering Firm** N/A
91	**Project #1 Scope** Fiber to 6 Campus Buildings
92	**Project #1 Cost** $65800.00

93	**Project #1 Completion Date** 8/1/2020
94	**Project #1 On-time completion?** Yes
95	**Project #2 Project Name** BCFS Driscoll
96	**Project #2 Architect or Engineering Firm** N/A
97	**Project #2 Scope** Fiber to 8 Campus Buildings
98	**Project #2 Cost** $125851.00
99	**Project #2 Completion Date** 1/1/2022
100	**Project #2 On-time completion?** Yes
101	**Project #3 Project Name** Naval Air Station Corpus Christi
102	**Project #3 Architect or Engineering Firm** N/A
103	**Project #3 Scope** Install 20,000' of OSP Fiber to different buildings
104	**Project #3 Cost** $698913.00
105	**Project #3 Completion Date** 8/1/2021
106	**Project #3 On-time completion?** Yes
107	**List your company's history of repeat business with project Owner(s) for similar scope and size.** *Similar scope = Fiber Installation* *Similar Size=>$80,000.00 (minimum)* 80% 307

108

Safety Inspections

State the frequency of safety inspections that are conducted for each project.

Weekly or more often as needed

109

Select the Correct Statement

- General Contractor: My company will utilize 100% of its own forces.
  Describe the sufficient resources your company has to manage staff and successfully perform the work.
- Joint venture or other type of arrangement:
  Describe type of arrangement. If using subcontractors, list the subcontractors by trade that will be assigned to this project.

☑ General Contractor

☐ Joint venture or other type of arrangement

110

General Contractor: Describe the sufficient resources your company has to manage staff and successfully perform the work..

If you selected General Contractor on Bid Attribute 109, complete this section. If this does not pertain to your answer, enter N/A.

For over 30 years, Network Cabling Services (NCS) has been providing quality products and installation of reliable communication infrastructure solutions for today's ever-changing networking environment. NCS sets the industry standards for seamless local, regional, and national products, services, and safety. We work with some of the most prestigious schools, universities, hospitals, and industrial leaders to install custom mobility, audio visual, security, networking, and other smart building capabilities to drive forward their technology initiatives. NCS is certified and trained in over 100 different manufacturing lines. We maintain a large staff of BICSI certified RCDDs and Technicians and our Houston Corporate office is a Authorized BICSI Training Facility with 2 full-time BICSI Trainers.

111

Joint venture or other type: Describe the type of arrangements. If using sub-contractors by trade that will be assigned to this project.

If you selected Joint Venture or other type on Bid Attribute 109, complete this section. If this does not pertain to your answer, enter N/A.

N/A

112

List names of the individuals who will be assigned for the duration of the project.

(i.e., Project Manager, Assistant Project Manager, Project Superintendent, Assistant Project Superintendent and MEP Quality Control Specialist).

(Respond to Bid Attributes 113-132)

113

Staff #1 Name

Ramses Martinez

114

Staff #1 Title

Project Manager

115

Staff #1 Job Description

Project Manager

116

Staff #1 Years with the Firm

8 years

117	**Staff #1 Years in the industry** 8 Years
118	**Staff #2 Name** Robert Vasquez
119	**Staff #2 Title** Assistant Project Manager
120	**Staff #2 Job Description** Run the project
121	**Staff #2 Years with the Firm** 8 Years
122	**Staff #2 Years in the industry** 8 Years
123	**Staff #3 Name** Freddy Salazar
124	**Staff #3 Title** Safety/Quality Coordinator
125	**Staff #3 Job Description** Saftey/Quality
126	**Staff #3 Years with the Firm** 18 years
127	**Staff #3 Years in the industry** 18 years
128	**Staff #4 Name** James Cassens
129	**Staff #4 Title** HSE Quality Supervisor
130	**Staff #4 Job Description** HSE/Safety/Quality Supervisor
131	**Staff #4 Years with the Firm** 23 years
132	**Staff #4 Years in the industry** 40 years

133 **List all projects that your company currently has.**

If none, enter "N/A".

(Respond to Bid Attributes 134-157)

134 **Project #1 Project Name**

San Antonio Airport

135 **Project #1 Owner Contact**

Mike Olguin

136 **Project #1 Architect or Engineering Firm**

N/A

137 **Project #1 Contract Amount**

$113272.00

138 **Project #1 Percent Completed**

50%

139 **Project #1 Schedule Completion Date**

12/29/2023

140 **Project #2 Project Name**

USDA Moore Air Base

141 **Project #2 Owner Contact**

Hector Flores

142 **Project #2 Architect or Engineering Firm**

N/A

143 **Project #2 Contract Amount**

$32967.00

144 **Project #2 Percent Completed**

0%

145 **Project #2 Schedule Completion Date**

3/29/2024

146 **Project #3 Project Name**

Shell Chemical Der Park

147 **Project #3 Owner Contact**

Frank Rab

148 **Project #3 Architect or Engineering Firm**

N/A

149 **Project #3 Contract Amount**

$2857000.00

150 **Project #3 Percent Completed**

100%

151 **Project #3 Schedule Completion Date**

2/28/2023

152 **Project #4 Project Name**

Christus Spohn Tower

153 **Project #4 Owner Contact**

Frank Morales

154 **Project #4 Architect or Engineering Firm**

N/A

155 **Project #4 Contract Amount**

$2100000.00

156 **Project #4 Percent Completed**

100%

157 **Project #4 Schedule Completion Date**

8/6/2020

158 **Company's Total Worth of Work**

State your company's total worth of work in progress and under contract.

$88000000

159 **Project schedule/timeline**

Describe your proposed project schedule/timeline.

NCS has proposed 13 days for total job completion

160 **Substantial Completion**

The District has a critical need for substantial completion within **60** calendar days of commencement.

Specify the number of calendar days that you can substantially complete the project.

13

161

Reference Letters from Major Suppliers and/or Sub-Contractors

Attach three (3) reference letters from major suppliers and/or sub-contractors dated within the past two (2) years **(2022-2023)** which specifically address the following.

- **History of Paying Suppliers and/or Sub-Contractors**
- **Providing materials on time**

Did you attach three (3) Major Suppliers' and/or Sub-Contractors' Reference Letters in Response Attachments tab?

☑ Yes

☐ No

162

Workers Compensation Experience Rating

Attach “Workers Compensation Experience Rating” for the last three (3) years (**2020, 2021, 2022)** and the corresponding letter from your insurance agent.

Did you attach the Workers Compensation Experience Rating form?

☑ Yes

☐ No

163

OSHA Form 300 Log of Work-Related Injuries and Illnesses

Attach “OSHA Form 300 Log of Work-Related Injuries and Illnesses” for the last three (3) years **(2020, 2021, 2022)** addressing the following:

- Number of injuries and illnesses
- Number of lost time accidents
- Number of recordable cases
- Number of fatalities
- Number of employee direct hire fixed hours worked (round to 1,000's)

Did you attach the OSHA Form 300 Log of Work-Related Injuries and Illnesses in Response Attachments tab?

☑ Yes

☐ No

164

Company’s Safety Program Manual and/or Procedures

Attach your company’s safety program manual and/or procedures for current and new employees.

Did you attach your company's safety program manual in Response Attachments tab?

☑ Yes

☐ No

165

Drug/Alcohol Prevention Policies

Attach your company’s drug/alcohol prevention policy and/or procedures.

Did you attach your company’s drug/alcohol prevention policy and/or procedures in Response Attachments tab?

☑ Yes

☐ No

166

Letter from Surety Company

Attach a letter from your surety company addressing the following points:

1) Surety Company

- Listed in the State Board of Insurance, Bond Department's "List of Insurance Companies Licensed to Write Fidelity and Surety Bonds in Texas.
- Is authorized to do business in Texas and is authorized to do business up to the limit of the contract.
- Holds a certificate of authority from the U.S. Secretary of Treasury or has obtained reinsurance for any liability in excess of $100,000.
- AM Best Rating

2) Contractor

- Maximum bonding limit for the contractor.
- Aggregate/total available limit of coverage.
- Single limit coverage.
- Years doing business with surety.

Did you attach a letter from your surety company in Response Attachments tab?

☑ Yes

☐ No

167

Financial Statement

Attach a Current (2021 or 2022) Financial Statement.
For all business entities other than publicly held corporations, please attach a financial statement showing organization's latest:

- **Balance and income statement (indicating current assets, net fixed assets, other assets, current liabilities and other liabilities)**
- **Financial statement (indicating date, name and address of firm preparing financial statement)**

Did you attach your financial statement in Response Attachments tab?

☑ Yes

☐ No

168

Financial Statement

If the financial statement is not for the identical organization submitting offer, state below the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.). If not applicable, enter "N/A".

N/A

169

Bid Bond

Submit Bid Bond in a form as indicated in section 6 of General Terms and Conditions.

Did you attach the copy of the Bid Bond in Response Attachments tab?

☑ Yes

☐ No

170	**Original Bid Bond** Original Bid Bond in the form of a Bid Bond, Postal Money Order, Certified check, or Cashier check must be hand-delivered or mailed to: Purchasing Services Attn: Graciela Garza 2000 N. 23rd St. McAllen, TX 78501 NOTE: Bid Bond shall be delivered in a sealed envelope. ☑ Acknowledged

171	**Authorized Signatory (Name, Title, Email Address)** Include the following: • Name of Individual authorized to sign on behalf of the company • Title • Email Address Richard Walters, Account Executive, rwalters@ncs-tx.com

172	**List Subcontractors for Installation of Fiber Installation, if any (Include Company name)** NA

Bid Lines

1	Project Cost (Base Amount Proposed): McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operation at New Press Box LumpSum: $126,816.00 Total: $126,816.00 Item Notes: All labor, materials, services and equipment necessary for completion of the work shown on the drawings and technical specifications.
2	Contingency Amount (used at Sole discretion of District) Contingency: $15,000.00 Total: $15,000.00

Response Total: $141,816.00

Laura Williams
Director of Purchasing

November 6, 2023

Richard Walters
Network Cabling Services, Inc.
12626 Fuqua Street
Houston, TX 77034

E-mail: rwalters@ncs-tx.com

RE: Request for Best and Final Offer ("BAFO") - Competitive Sealed Proposal No. 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box

Mr. Walters,

Thank you for participating in the above referenced project. McAllen ISD invites you to provide a best and final offer. The District is opting to utilize the Base Bid.

Please complete the Best and Final Offer form below and return this completed document, via email to ggarza@mcallenisd.net no later than 5:00 p.m., CST, Tuesday, November 7, 2023. Should you have any questions, please email Graciela Garza at ggarza@mcallenisd.net

☑ The original proposal submitted is the Best and Final Offer (NOTE: If making this selection, pricing matrix must be completed).

☐ The Best and Final Offer is as follows:

Pricing Matrix

DESCRIPTION	TOTAL
Project Cost (Base Amount Proposed): McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operation at New Press Box	$126,816.~~24~~ 00
Contingency	$15,000.00
PROJECT TOTAL	$141,816.~~24~~ 00

Acknowledgement must be legible, preferably typed, and signed by an authorized official with legal binding authority.

ACKNOWLEDGEMENT BEST AND FINAL OFFER:

SIGNATURE: Richard Walters **DATE:** ~~11/7/23~~ 11/10/2023

PRINTED NAME: Richard Walters

TITLE: Account Executive

COMPANY NAME: Network Cabling Services Inc

Laura Williams
Director of Purchasing Services

EXHIBIT C

ADDENDUM # 1

McAllen Independent School District is providing the following clarification(s) and/or modification(s) to the referenced project. This information is to be considered a part of the solicitation documents. Respondents are further instructed to ***acknowledge*** *receipt of addendum on the "Attributes" tab in Ionwave.*

October 11, 2023

RE: CSP 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box

Please note the following changes for the referenced CSP

- Proposal Deadline has been changed to October 18, 2023, at 10:00 AM
- Reading of Proposals has been changed to October 18, 2023, at 11:00 AM.
- Revised General Terms and Conditions have been attached.

*Vendors are responsible for viewing Ionwave regularly to ensure that no addenda or additional information have been issued for the solicitation.

McAllen Independent School District
General Terms and Conditions
Competitive Sealed Proposal
Revised

It is the intent of McAllen Independent School District ("District"), through this Competitive Sealed Proposal ("CSP"), to select a contractor and/or contractor(s) ("Contractor") offering the best value for the referenced project.

OWNER:	McAllen Independent School District 2000 N. 23rd St. McAllen, TX 78501-6126
PROJECT NAME:	CSP 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box
PROJECT BUDGET:	$160,000.00
PROJECT CONTINGENCY AMOUNT:	$15,000.00
LIQUIDATED DAMAGES:	$250.00 per day
PROPOSAL DEADLINE:	~~October 11, 2023~~ at 10:00 AM October 18, 2023
READING:	Reading at 11:00 AM McAllen ISD Human Resource Conference Room 2200 Tamarack Avenue McAllen, TX 78501
PRE-PROPOSAL CONFERENCE:	October 4, 2023, at 8:30 AM Engineer and District representatives will be present. Contractors are encouraged to attend.
LOCATION:	Administration Building Dr. Ricardo Chapa Board Room 2000 N. 23rd Street McAllen, TX 78501
PROJECT SITE VISIT DATE/TIME:	October 4, 2023 at 9:30 AM (immediately after Pre-Proposal conference)
DEADLINE TO SUBMIT QUESTIONS:	October 6, 2023, 2023 at 10:00 AM
ARCHITECT/ENGINEER:	Halff Associates Inc. Jose Delgado P.E., RCDD LEED AP 5000 W Military Hwy # 100 McAllen, TX 78503 956-664-1960 josedelgado@Halff.com
DISTRICT PROJECT MANAGER:	Melissa Ortiz Facilities, Maintenance & Operations Project Manager 4309 Warrior Drive, Bldg. B. McAllen, Texas

CSP Documents may be obtained online through Ionwave beginning September 27, 2023. Contractors are responsible for viewing Ionwave regularly to ensure that no addenda or additional information have been issued for the solicitation.

The Distrcit reserves the right to reject any and all proposals and waive any informalities in the proposal process.
No proposal shall be withdrawn within forty-five (45) days after the proposal opening without the specific consent of the District.

1 RESPONSIBLE CONTRACTORS

1.0 Proposals will be accepted from responsible Contractors for scope of work described in the Contract documents. As a prerequisite to a Contractor's qualifying for the award of contract on this project, the Contractor shall complete all "Line Items" and provide all "Response Attachments" on Ionwave, no later than the proposal's opening time and date. The District prefers that proposals be submitted via Ionwave; however, we will accept mailed or hand-delivered proposals. Emailed and faxed responses will not be accepted.

1.1 All Contractors are encouraged to attend the CSP opening.

1.2 The primary purposes of the evaluation process will be to:

- **1.2.1** Gather information for the Owner's evaluation procedure;
- **1.2.2** Enable the Owner and/or Architect/Engineer to evaluate the proposals.

1.3 In arriving at Contractor's opinion concerning the Contractor's qualifications, the Architect/Engineer will use the same criteria that the Owner will use in determination of the selection of the Contractors.

1.4 Failure to submit the proposal and/or all "Response Attachments" by the deadline will result in the Contractor's disqualification.

2 CONTRACTOR'S PRESENTATION:

Contractor, by signing and executing this proposal, certifies and represents to the Owner that:

2.1 Contractor has read and understands the CSP documents and his/her proposal is made in accordance herewith.

2.2 Contractor has visited the site, familiarized him/herself with the local conditions under which the work is to be performed, and is familiar with the requirements of the proposed contract documents.

2.3 Contractor agrees to comply with use of the Davis Bacon wage rates for Hidalgo County, if applicable

2.4 Contractor attests that all work shall be in compliance with the Asbestos Hazard Emergency Response Act ("AHERA").

2.5 Contractor agrees to comply with executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

2.6 Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 USD 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3).

2.7 Contractor agrees that contracts, subcontracts, and sub-grants of amounts in excess of $100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

2.8 Contractor agrees items must meet all applicable Occupational Safety and Health Administration ("OSHA") standards and regulations; and all electrical items must bear the appropriate listing from UL, Factory Mutual Research Corporation ("FMRC") or National Electrical Manufacturers Association ("NEMA").

2.9 Contractor agrees all contracts awarded by school districts and sub-grantees in excess of Two Thousand Dollars ($2,000.00) for construction contracts and in excess of Two Thousand Five-Hundred Dollars ($2,500.00) for other contracts which involve the employment of mechanics or laborers, shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the eight (8) hours per day or forty (40) hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to employees' health and safety as determined under Construction, Safety, and Health Standards promulgated by the Secretary of Labor.

2.10 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

2.11 Contractor agrees to comply with the following requirements. These requirements are absolute, and any Contractor who subsequently does not agree to comply with these requirements will automatically be disqualified.

- **2.11.1** Form 1295: The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Please go to website below and complete. Form must be completed online.

How to complete Form 1295:

- Go to website: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- Enter District's Project number and name and complete the form
- Print and sign form
- Upload on "Response Attachments" tab

2.12 Entities That Boycott Israel: If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Contract has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

2.13 Prohibition On Contracts With Companies Boycotting Certain Energy Companies (SB 13) If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

2.14 Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries (SB 19) If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This verification is not required for an agreement with a sole-source provider; or a governmental entity that does not receive bids from a company that is able to provide this verification.

2.15 Sec. 2252.152 Contracts With Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization Prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

2.15.1 Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

2.15.2 **Sec. 2252.154. EXCEPTION.** Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanction's regime relating to Sudan its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

2.16 Suspension And Debarment Compliance Requirements Contractor shall comply with all requirements on Part 3.2 – Compliance Requirements.

2.17 Contractor attests that:

2.17.1 By submitting a proposal, Contractor represents that the proposal includes only material and equipment specified in the CSP documents and is supplemented, if necessary, for a complete and operating system.

2.17.2 Contractor, subcontractors, and/or suppliers shall submit an affidavit stating that no asbestos, PCBs or lead building materials shall be used.

2.17.3 By submitting a proposal, Contractor represents those subcontractors, if any, are deemed Acceptable Subcontractors.

2.17.4 Contractor will participate as a team member in cooperation with the Project Manager.

2.17.5 Contractor will assign a competent full-time superintendent to the project, and the superintendent shall be maintained on the project for the duration of the project, subject only to his/her continuous employment.

2.18 Contractor attests that he/she:

2.18.1 has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this CSP.

2.18.2 has not offered, conferred, or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this CSP.

2.18.3 has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent, or employee of the Owner concerning this CSP on the basis of any consideration not authorized by law.

2.18.4 has not received any information not available to other Contractors so as to give the undersigned a preferential advantage with respect to this CSP.

2.18.5 has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion, or the like.

3 **COMPETITIVE SEALED PROPOSAL DOCUMENTS are found in the "Attachments" tab.**

3.1 SUBCONTRACTORS: Subcontractors and Suppliers intending to submit proposals to general contractors are required to prepare their proposal based on a complete set of proposal documents.

3.2 Contractors are required to submit all required documents on the "Response Attachments":

3.3 Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Owner that he/she is qualified to carry out the obligations of the contract and to complete the work therein. Conditional proposals will not be accepted.

3.4 Owner will select the Contractor who offers the best value based on the published selection criteria, listed in Section 9.0., based on: (1) the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal; and (2) its ranking evaluation.

3.5 Upon award by the Board of Trustees, Owner shall first attempt to negotiate a contract with the highest-ranked Contractor. Owner and its engineer and/or architect may discuss options for a scope or time modification and any price change associated with the modification with selected Contractor. If the Owner is unable to negotiate a contract with the selected Contractor, the Owner shall, formally and in writing, end negotiations with that Contractor and proceed to the next Contractor in the order of the selection ranking until a contract is reached or all proposals are rejected.

3.6 A proposal may be withdrawn only upon request by the Contractor or his/her duly authorized representative, provided such request is received by the Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. A withdrawal of a proposal shall not be effective unless a written confirmation of the withdrawal is received by the Owner at said place within forty-eight (48) hours before the deadline for the opening of proposals. The Bid Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the Contractor to file a new proposal at the time and place stated. No proposal may be withdrawn after the deadline for the opening of proposals for a period of forty-five (45) days.

3.7 REJECTION OF COMPETITIVE SEALED PROPOSAL: The Owner shall have the right to reject any or all proposals and to reject a proposal not accompanied by any required bid security, or by other data required by the CSP documents or to reject a proposal which is in any way incomplete or irregular.

3.8 Contractors submitting a proposal shall not discuss this CSP with employees of District/Owner or member of the Board of Trustees of the District/Owner. Failure to abide by this requirement may result in disqualification. Communication includes, but is not limited to; unsolicited literature, email, faxes or phone calls related to any aspect of the CSP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification of the agent/company representative and/or the company at the discretion of the Owner.

4 **INTERPRETATION OF COMPETITIVE SEALED PROPOSAL DOCUMENTS**

4.1 Contractors and sub-Contractors requiring clarification or interpretation of the CSP documents shall be made in written form submitted through the "Q & A" option located within Ionwave**.** Do not contact the Architect/Engineer or Project Manager. All communication for this CSP should be directed through the Purchasing department via the "Q & A" option on Ionwave. 320

4.2 Any interpretation, correction or change of the CSP documents will be made by addendum and posted on Ionwave. Interpretations,corrections or changes of the CSP documents made in any other manner will not be binding.

5 **SUBSTITUTIONS OF MATERIALS AND EQUIPMENT**

5.1 The materials, products and equipment described in the CSP documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better materials or equipment provided that same meets the requirements of the particular project and is approved in an addendum as a substitution prior to the submission of proposals.

5.2 No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Owner and/or Project Manager at least seven (7) calendar days prior to the date for receipt of proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. The Owner's/Project Manager's decision of approval or disapproval of a proposed substitution shall be final.

5.3 If the Owner/Engineer approves any proposed substitution prior to receipt of proposals, such approval will be set forth in an addendum. Contractors shall not rely upon approvals made in any other manner.

5.4 Substitutions will not be allowed/considered after the Contract award.

6 **BID BOND/BID GUARANTEE**

Bid Bonds are required for bids/proposals in excess of Twenty-Five Thousand dollars ($25,000). A Bid Bond shall be submitted in the form of a Bid Bond, postal money order, certified check, or cashier's check in an amount not less than **five percent (5%) of the total greatest amount bid/proposal, including any applicable alternates/contingency,** payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the proposal. If the awarded Contractor, upon acceptance of Contractor's proposal by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified; ten (10) calendar days if no period is specified, after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of Contractor's proposal, and the proposal guarantee shall be available toward offsetting such difference.

7 **PERFORMANCE BOND AND PAYMENT BOND**

7.1 Performance bonds are required for bids/proposals in excess of One Hundred Thousand Dollars ($100,000). Payment Bonds are required for bids/proposals in excess of Twenty-five Thousand Dollars ($25,000).

7.2 When a performance or payment bond is required, the amounts shall be for 100% of the contract amount **(including contingency)**. Any required bond(s) must be filed with the District within ten (10) days from the date of the Notice Of Award.

7.3 The only form of surety acceptable as a performance or payment bond is a Surety or Blanket Bond from a company chartered or authorized to do business in Texas. Bonds completed (signed) by an out-of-Texas surety require a counter signature by a Texas resident agent of a company chartered or authorized to do business in Texas.

7.4 Bonds and other forms of surety must be made payable to McAllen Independent School District.

7.5 Bonds in excess of One Hundred Thousand Dollars ($100,000.00) must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of One Hundred Thousand Dollars ($100,000.00) from a United States Treasury listed reinsurer.

7.6 Payment and Performance Bonds must be in accordance with Texas Government Code 2253.

7.7 Bonds shall be dated on or after the Contract date.

8 **INSURANCE**

8.1 Contractor shall carry and keep in full force for the duration of the project the following coverages

8.1.1 Employer's Liability:

8.1.1.1 Bodily Injury by Accident - $500,000 Each Accident.

8.1.1.2 Bodily Injury by Disease - $500,000 Each Employee.

8.1.1.3 Bodily Injury by Disease - $500,000 Policy Limit.

8.1.2 Property Insurance (See 11.3 of AIA A201)

8.1.3 Commercial General Liability (Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage) – Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per Occurrence and $2,000,000 aggregate.

8.1.4 Comprehensive Automotive Liability - $1,000,000 Combined Single Limit per Occurrence.

8.1.5 Owner's Protective Liability Insurance Policy – The successful Contractor must obtain an owner's liability insurance policy, at Contractor's expense, naming the District and its employees insured with the following limits: Bodily Injury - $1,000,000 Each Occurrence and $1,000,000 Aggregate.

8.1.6 Umbrella Excess Liability Insurance

8.1.6.1 Bodily Injury $2,000,000.00 per occurrence and

8.1.6.2 Property Damage $2,000,000.00 aggregate

8.1.7 All policies shall contain special endorsements to include:

8.1.7.1 The District as an additional insured (except for Workers' Compensation).

8.1.7.2 Waiver of subrogation in favor of the District under the Workers' Compensation and Liability policies.

8.1.7.3 A statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.

8.1.8 Workers' Compensation Insurance Coverage.

Definitions:

8.1.8.1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

8.1.8.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

8.3 Contractor shall provide a certificate of coverage prior to being awarded the contract.

8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, provide a new certificate of coverage showing that coverage has been extended.

8.5 Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8.6 Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

8.7 The Contractor shall attest that the following clauses are incorporated into each contract with each person with whom it contracts for services on this project:

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

8.9 Agree to provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

8.10 Agree to provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

8.10.1 Agree to obtain from each other person with whom it contracts, and provide to the Contractor: a certificate of coverage, prior to the other person beginning work on the project; and new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

8.10.2 Agree to retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

8.10.3 Agree to notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

8.10.4 Agree to contractually require each person with whom it contracts, to perform as required by this document, with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

9 **EVALUATION CRITERIA AND RELATIVE WEIGHTS** In determining the Awarded Contractor, the evaluation committee, will evaluate the responses using the following criteria, in accordance with Texas Government Code 2269.055 (a)(1-8)

9.1 the price;
9.2 the offeror's experience and reputation;
9.3 the quality of the offeror's goods or services;
9.4 the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
9.5 the offeror's safety record;
9.6 the offeror's proposed personnel;
9.7 whether the offeror's financial capability is appropriate to the size and scope of the project; and
9.8 any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

10 **AWARD OF CONTRACT**

The Awarded Contractor(s) will be notified upon award by the Board of Trustees. If a Contractor (a) withdraws his/her proposal within forty-five (45) days after the date of time fixed for the opening of proposals; or (b) fails or refuses to execute the Contract, or other required forms within ten (10) calendar days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed bonds and required Insurance Certificates within ten (10) calendar days of Notice of Award, the District may award the work to another Contractor(s), if applicable, or call for new proposals. The Bid Bond is forfeited if the proposal is withdrawn after the CSP opening, or Contract documents are not executed in accordance with the above.

11 **CONTRACT REQUIREMENTS** Awarded Contractor shall agree to terms in the AIA contract, as amended, found in the "Attachments" tab.

12 **POST AWARD INFORMATION**

12.1 The Awarded Contractor shall, within three (3) days after the Board of Trustees approves the award, submit the following:

12.1.1 A designation of the work to be performed by the Contractor with his/her own forces.

12.1.2 An experience profile of the selected Contractor's Superintendent. Contractor shall supply requested information to substantiate the qualifications of the Superintendent. If, in the opinion of the Owner, the Superintendent does not have sufficient qualifications, Owner may request the submission of another Superintendent and more information. Owner reserves the right to reject the awarded Contractor if an acceptable Superintendent is not presented.

12.1.3 A list of names of subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work as may be designated in the proposal documents or, if no portions are so designated, the names of the subcontractors proposed for the principal portions of the work.

12.1.4 The awarded Contractor shall, within five (5) days, thereafter, submit a statement of costs for each major item of work included in the proposal. Each section of specifications will be considered a major item of work and shall be shown as a separate cost item.

13 NOTICE TO PROCEED

Contractor shall not commence work under this Contract until he/she receives the written "Notice to Proceed", a Purchase Order, and the fully executed Contract.

14 COMPLETION TIME

14.1 Contractor shall indicate, on the corresponding line item, that he/she agrees to have the project substantially completed by the due date stated in these documents.

14.2 Under the Base Bid, the Awarded Contractor shall be subject to liquidated damages for failure to substantially complete work by due date or as amended by the final signed contract.

14.3 The definition of "Substantial Completion," as defined in Article 9.8.1 of the AIA "General Conditions and Supplementary Conditions" bound herein, is as follows: "Substantial Completion is the stage in the progress of 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".

15 RETAINAGE AND PROJECT CONTINGENCY

15.1 Contracts equaling a total amount of $400,000.00 or more will bear a retainage of five percent (5%) on each partial disbursement. Contracts totaling less than $400,000.00 will bear a retainage of ten percent (10%) on each partial disbursement.

15.2 The contingency shall be included in the total cost.

16 ASBESTOS, LEAD AND PCBs CONTAINING MATERIALS

16.1 The use of any construction process or the installation of any asbestos, lead, Polychlorinated biphenyl ("PCBs"), or material containing asbestos, lead, and/or PCBs is strictly prohibited for this Project.

16.2 Prior to submitting a proposal, Contractors shall notify the Project Manager, in writing, of any materials in these specifications which are known to contain or are likely to contain asbestos, lead or PCBs.

16.3 As far as is known at proposal time all items are either available "off the shelf" or within a relatively short period of time. If during the proposal period, a Contractor becomes aware of an availability or delivery problem with any of the specified systems or materials he shall notify the Project Manager immediately.

16.4 The Project Manager shall promptly explore possibilities for selecting other systems or materials which would circumvent the problem and notify Contractors of any changes in an addendum, otherwise it shall be understood that only specified systems and materials that are asbestos free are included in the proposals.

16.5 Decisions regarding allowance items shall be expedited, to avoid construction delays.

16.6 If a material, product or system containing asbestos is used, the Contractor shall remove and replace the material, product or system with one which is asbestos free at no additional expense to the District, including removal and replacement of other materials affected by the removal of the asbestos bearing material, product or system, i.e. gypsum wallboard removed, replaced, and repainted on account of insulation being removed, etc.

16.7 Prior to payment of retainage and final payment, Contractor shall furnish a notarized statement certifying that no asbestos, lead, and/or PCB-containing materials have been used in the Project.

16.8 In addition to the Contractor's notarized statement, the Subcontractors shall be required to furnish notarized affidavits that no asbestos, lead, and/or PCB-containing products have been used in this project.

EXHIBIT D

MARKEL

TEXAS STATUTORY PAYMENT BOND
(Public Works)

Bond No. 4468916

KNOW ALL MEN BY THESE PRESENTS:

THAT, Network Cabling Services, Inc. (hereinafter called the Principal), as principal, and SureTec Insurance Company, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, *(address),* a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto McAllen Independent School District (hereinafter called the Obligee), in the amount of One Hundred Forty One Thousand Eight Hundred Sixteen Dollars and Zero Cents Dollars ($141,816.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 30th day of October, 2023 for CSP No. 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box (Owner Contract 2024-255), which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13th day of November, 2023.

Principal: Network Cabling Services, Inc.

By: _____
Signature

Name: _____

Title: _____

SureTec Insurance Company

By: _____
Signature

Name: Dennis M. Descant, Jr.
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

MARKEL

TEXAS STATUTORY PERFORMANCE BOND

(Public Works)

Bond No. 4468916

KNOW ALL MEN BY THESE PRESENTS:

THAT, Network Cabling Services, Inc. (hereinafter called the Principal, and SureTec Insurance Company, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, *(address),* a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto McAllen Independent School District (hereinafter called the Obligee), in the amount of One Hundred Forty One Thousand Eight Hundred Sixteen Dollars and Zero Cents Dollars ($$141,816.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 30th day of October, 2023 for CSP No. 2024-1016 McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box (Owner Contract 2024-255), which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13th day of November, 2023.

Principal: Network Cabling Services, Inc.

By: _____
Signature

Name: MARK VELTRI

Title: COO

SureTec Insurance Company

By: _____
Signature

Name: Dennis M. Descant, Jr.
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA# 4221073

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jeffrey L. Brady, Dennis M. Descant, Jr., Cheryl A. Sanders, Michael Inman, Timothy John Brady

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 17th day of September , 2021 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 17th day of September , 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

XENIA CHAVEZ
Notary Public, State of Texas
Notary ID# 12911765-9
My Commission Expires
SEPTEMBER 10, 2024

By: _____
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 13th day of November , 2023 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. 4221073
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT E

DATE (MM/DD/YYYY): 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Brady, Chapman, Holland & Associates 10055 West Gulf Bank Houston TX 77040	PHONE (A/C, No, Ext): 713-688-1500	FAX (A/C, No): 713-688-7967
	E-MAIL ADDRESS: ecerts@bch-insurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co.	20508
INSURER B : Continental Casualty Co. (CNA)	20443
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Network Cabling Services, Inc.
12626 Fuqua Street
Houston TX 77034

COVERAGES **CERTIFICATE NUMBER:** 654163241 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X No Ded or SIR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6076295207	4/3/2023	4/3/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ -$0
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6076295210	4/3/2023	4/3/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Liability Deductible	$ 1,000,000 $ $ $ $ $25,000
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			7018700564	4/3/2023	4/3/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC676575029	4/3/2023	4/3/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	Installation Floater Leased/Rented Equipment *Business Personal Prop			6076353557 6076295207	4/3/2023 4/3/2023	4/3/2024 4/3/2024	Inst - Location Limit Leased/Rented Equip BPP	$150,000 $150,000 $3,610,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy includes Blanket additional insured on the general liability (ongoing and completed operations) per form CNA75079XX 10/16 and automobile per form CNA63359XX 04/12, with a waiver of subrogation on the general liability per form CNA74705XX 01/15, automobile per form CNA63359XX 04/12 and workers compensation per form WC420304B 06/14 when required by written contract. Excess Liability follows form and extends over underlying general, auto and employers liability policies, per form CNA75504XX 03/15.

This insurance is primary and non-contributory as respects general liability CNA75079XX 10/16 and automobile per form CNA63359XX 04/12.

*Business Personal Property include Personal Property of Others
2024-1016 - McAllen Veterans Memorial Stadium Fiber Installation for Scoreboard Operations at New Press Box

CERTIFICATE HOLDER

McAllen ISD
4309 Warrior Drive
McAllen TX 78501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Brady

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Policy No: 6076295207
Endorsement No:
Effective Date: 4/3/2023

Insured Name: **Network Cabling Services, Inc.**

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CNA	CNA PARAMOUNT Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6076295207
Endorsement No:
Effective Date: 4/3/2023

Insured Name: Network Cabling Services, Inc.

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Insured Name: Network Cabling Services, Inc. Effective Date: 4/3/2023

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance

provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or

equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: @@@@@@@@@@@@@@; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products–completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amend to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

   a. An **auto** owned by that "executive officer" or a member of that person's household; or

   b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

   Such Liability and/or Physical Damage Coverage as is afforded by this provision.

   (1) Equal to the greatest of those coverages afforded any covered **auto**; and

   (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

   Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations
3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)
Endorsement Effective Date:
Endorsement No:

Policy No: 6076575029
Policy Effective Date: 4/3/2023

Policy #676575029

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CNA	CNA PARAMOUNT Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

3002000076076295207807O

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Workers Compensation And Employers Liability Insurance
Policyholder Notice

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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EXHIBIT F

McAllen Veterans Memorial Stadium

Fiber Installation for Scoreboard Operations at New Press Box

McAllen Independent School District

MISD BOARD MEMBERS

DEBBIE CRANE - ALISEDA	PRESIDENT
SAM SALDIVAR, JR.	VICE-PRESIDENT
SOFIA M. PENA	SECRETARY
ERICA DE LA GARZA - LOPEZ	MEMBER
ELIZABETH KITTLEMAN	MEMBER
LUCIA REGALADO	MEMBER
AARON D. RIVERA	MEMBER
Dr. ROSALBA DE HOYOS	INTERIM SUPERINTENDENT

100% CONSTRUCTION DOCUMENTS

Halff AVO#45830.035 WA01

PROJECT TEAM

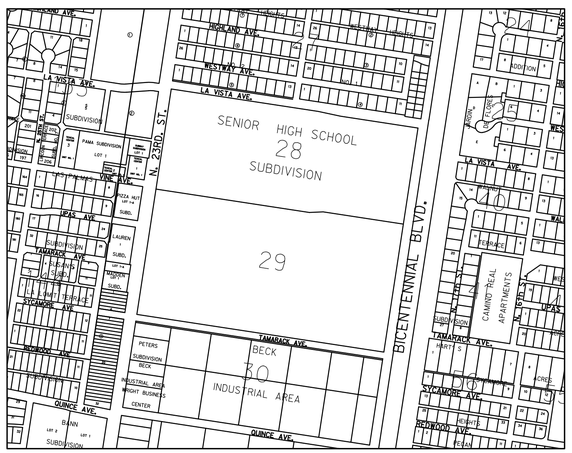
ELECTRICAL / ICT
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Fax:956.664.0282
Email:jbartimus@halff.com,
Jose Delgado, P.E, RCDD, LEED AP.

CODE REFERENCES

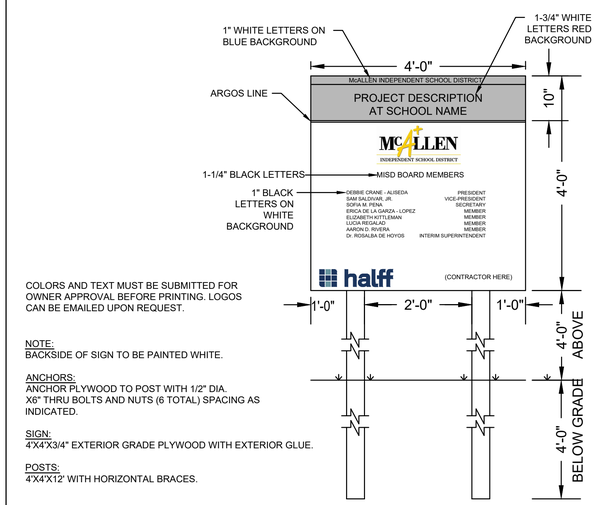
2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL FUEL GAS CODE
2018 INTERNATIONAL FIRE CODE
2017 NATIONAL ELECTRICAL CODE
2015 INTERNATIONAL ENERGY CONSERVATION CODE

LOCATION



McAllen Veterans Memorial Stadium
2001 N Bicentennial Blvd,
McAllen, TX 78501
Phone (956) 618-6089

PROJECT SIGNAGE



COLORS AND TEXT MUST BE SUBMITTED FOR OWNER APPROVAL BEFORE PRINTING. LOGOS CAN BE EMAILED UPON REQUEST.

NOTE:
BACKSIDE OF SIGN TO BE PAINTED WHITE.

ANCHORS:
ANCHOR PLYWOOD TO POST WITH 1/2" DIA. X6" THRU BOLTS AND NUTS (6 TOTAL) SPACING AS INDICATED.

SIGN:
4'X4'X3/4" EXTERIOR GRADE PLYWOOD WITH EXTERIOR GLUE.

POSTS:
4'X4'X12' WITH HORIZONTAL BRACES.

INDEX OF DRAWINGS

Sheet Number	Sheet Title
GENERAL	
G000	COVER SHEET
ELECTRICAL	
E001	ELECTRICAL GENERAL LEGEND AND NOTES
E100	ELECTRICAL POWER SITE PLAN
E201	ELECTRICAL POWER PLANS
E201	ELECTRICAL SCHEDULES AND DETAILS
ICT	
T001	TELECOMMUNICATIONS GENERAL LEGEND AND NOTES
T002	TELECOMMUNICATIONS SPECIFICATIONS I
T100	TELECOMMUNICATIONS FIBER OPTIC SITE PLAN
T201	TELECOMMUNICATIONS SCHEDULES
T501	TELECOMMUNICATIONS DETAILS

MCALLEN VETERANS MEMORIAL STADIUM
FIBER INSTALLATION FOR SCOREBOARD OPERATIONS AT NEW PRESS BOX
2001 N BICENTENNIAL BLVD, MCALLEN, TX 78501

McALLEN INDEPENDENT SCHOOL DISTRICT

halff
5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7446
TEL: (956) 664-0286

Revision No.	Date	Description

STATE OF TEXAS
LIZBETH GUERRA
103534
LICENSED
PROFESSIONAL ENGINEER
09/01/23

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
Bicsi
Jose Delgado
Rtc. No. 260372
Expires 12-31-23
09-01-2023

Project No.:	45830.035
Issued:	09/01/2023
Drawn By:	LG/JD
Checked By:	JC
Scale:	AS NOTED

Sheet Title
COVER SHEET

G000
Sheet Number

File Name: A:\45000s\45830.035\ICT\CADD\Sheets\McA\Cover--G000--CP--45830.035.dwg
Current Tab (Layout): G000 User: AH3602
Printed Date: 9/22/2023 9:49:36 AM

ELECTRICAL SPECIFICATIONS

I. GENERAL CONDITIONS

A. THE SCOPE OF THE WORK SHALL INCLUDE THE FURNISHING AND INSTALLATION OF THE NECESSARY MATERIAL AND LABOR TO ACCOMPLISH THE WORK INDICATED BY THE DRAWINGS AND HEREIN SPECIFIED. ALL WORK BY THIS CONTRACTOR SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING CODES. WHERE CONFLICTS BETWEEN THIS SPECIFICATION AND THE BASE BUILDING SPECIFICATION EXIST, THE BASE BUILDING DOCUMENT SHALL GOVERN.

B. THE CONTRACT DOCUMENTS DO NOT PROPOSE TO SHOW ALL EXISTING SYSTEMS, EQUIPMENT OR MATERIAL. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE EXISTING CONDITIONS AT THE JOB SITE BEFORE SUBMITTING PROPOSALS. SUBMISSION OF PROPOSALS SHALL BE TAKEN AS EVIDENCE THAT SUCH INSPECTION HAS TAKEN PLACE. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE COMPLETE SET OF CONSTRUCTION DOCUMENTS, AND THE LACK OF SPECIFIC INFORMATION ON THE DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY.

C. MATERIALS AND EQUIPMENT FURNISHED UNDER THIS CONTRACT SHALL BE NEW AND SHALL BEAR THE U.L. LABEL WHERE APPLICABLE, UNLESS NOTED OTHERWISE. ALL WORK SHALL BE GUARANTEED AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR AFTER COMPLETION AND ACCEPTANCE BY THE OWNER.

D. CONTRACTOR SHALL INSTALL ELECTRICAL SYSTEMS WITHOUT INTERFERENCE AND IN STRICT COORDINATION WITH OTHER TRADES.

E. MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE CONTRACT DOCUMENTS AND APPLICABLE CODES AND STANDARDS. IN CASE OF DIFFERENCE BETWEEN APPLICABLE CODES AND STANDARDS AND THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT/ENGINEER/OWNER IN WRITING OF SUCH DIFFERENCE. SHOULD THE CONTRACTOR PERFORM ANY WORK THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF APPLICABLE CODES AND STANDARDS, HE SHALL BEAR ALL COSTS ARISING IN CORRECTING SUCH DEFECTS. APPLICABLE CODES AND STANDARDS SHALL INCLUDE ALL ORDINANCES, UTILITY COMPANY REGULATIONS, AND APPLICABLE REQUIREMENTS OF NATIONALLY ACCEPTED CODES AND STANDARDS. SHOULD THE CONTRACTOR SUPPLY EQUIPMENT DIFFERING FROM THE SPECIFIED ITEMS IN THE CONTRACT DOCUMENTS WITHOUT NOTIFICATION TO THE ENGINEER/OWNER, HE SHALL BEAR ALL COSTS TO UPGRADE DEFICIENCIES ARISING FROM SUCH.

F. WHERE ONLY ONE MANUFACTURER'S NAME IS LISTED IN THE EQUIPMENT SPECIFICATION, OTHER MANUFACTURERS OF SIMILAR CHARACTERISTICS AND OF EQUAL OR BETTER PERFORMANCE CAPACITIES MAY BE CONSIDERED FOR "OR EQUAL" ACCEPTANCE BY THE ENGINEER/OWNER. SUBSTITUTION REQUESTS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL WHERE MORE THAN ONE MANUFACTURER IS LISTED IN THE NOTES AND EQUIPMENT SPECIFICATIONS, ONLY THOSE NAMED MANUFACTURERS WILL BE CONSIDERED FOR ACCEPTANCE. SHOULD A SUBSTITUTION BE ACCEPTED, AND SHOULD THE SUBSTITUTE MATERIAL PROVE DEFECTIVE, OR OTHERWISE UNSATISFACTORY FOR THE SERVICE INTENDED WITHIN THE GUARANTEE PERIOD, THIS MATERIAL OR EQUIPMENT SHALL BE REPLACED WITH THE MATERIAL OR EQUIPMENT SPECIFIED AT NO COST TO THE OWNER.

G. PROVIDE ACCESS, INCLUDING NECESSARY ACCESS DOORS, FOR NEW AND EXISTING EQUIPMENT REQUIRING OPERATION AND/OR MAINTENANCE. RELOCATE EXISTING AND LOCATE ALL NEW EQUIPMENT SUCH THAT OPERATION OR MAINTENANCE IS NOT RESTRICTED.

H. INSTALL EQUIPMENT WITH WORKING CLEARANCES COMPLYING WITH CURRENT NATIONAL ELECTRICAL CODE (NEC) ADOPTED BY LOCAL CITY ORDINANCE.

II. PRODUCTS

A. CONDUIT

A.1. RIGID STEEL CONDUIT (GRC – GALVANIZED RIGID CONDUIT): CONSTRUCTED OF MILD STEEL PIPING, GALVANIZED INSIDE AND OUTSIDE, CONFORMING WITH FED. SPEC. WW–C–581C, ANSI C80.1 AND APPLICABLE U.L. STANDARDS.

A.2. INTERMEDIATE METAL CONDUIT (IMC): CONSTRUCTED OF ZINC COATED STEEL TUBING MANUFACTURED IN ACCORDANCE WITH U.L.–1242 AND MEETING THE REQUIREMENTS OF THE NEC.

A.3. PVC SCHEDULE 40 ORHDPE
- A.3.1. DESIGNED FOR USE UNDERGROUND AS DESCRIBED IN THE NEC
- A.3.2. RESISTENT TO SUNLIGHT
- A.3.3. UL LABELED
- A.3.4. CONFORMS TO:
  - A.3.4.1. NEMA TC–3
  - A.3.4.2. UL 514B
- A.3.5. FITTINGS CONFORM TO:
  - A.3.5.1. NEMA TC–3
  - A.3.5.2. UL 514B

B. COUPLINGS AND TERMINATORS

B.1. FOR RIGID STEEL OR INTERMEDIATE METAL CONDUIT: FACTORY–MADE THREADED COUPLINGS OF SAME MATERIAL AS THE CONDUIT.

C. JUNCTION AND PULL BOXES

C.1. SIZE BOXES IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEC. BOXES SHALL BE NO SMALLER THAN 4 INCHES SQUARE BY 1–1/2 INCHES DEEP WITH COVERS ACCESSIBLE AT ALL TIMES. SET BOXES ON CONCEALED CONDUITS WITH COVERS FLUSH WITH THE FINISHED WALL OR CEILING LINE. PROVIDE JUNCTION AND PULL BOXES OF APPROPRIATE DIMENSIONS FOR CONDUITS AND CONDUCTORS NOTED, WHERE SHOWN AND WHERE NECESSARY FOR THE INSTALLATION AND PULLING OF CABLES AND WIRES. INSTALL COVERS ON JUNCTION BOXES AND CONDULETS AFTER WIRING AND CONNECTIONS ARE COMPLETED.

D. WIREWAY

D.1. U.L. LISTED; SIZE INDICATED OR REQUIRED; HINGED COVER, SECURED WITH CAPTIVE SCREWS; COMPLETE WITH ALL REQUIRED FITTINGS, COUPLINGS, HANGERS AND ACCESSORIES.

D.2. CORROSION RESISTANT PRIMER AND ANSI GRAY EPOXY PAINT FINISH. CORROSION RESISTANT BOLTS OR SCREWS. SCREWS OR BOLTS INSTALLED TOWARD THE INSIDE FITTED WITH SPRING NUTS OR OTHERWISE PREVENTED FROM DAMAGING CONDUCTOR INSULATION.

E. PULL CORDS

E.1. PROVIDE A NYLON POLYETHYLENE CORD, WITH A TENSILE STRENGTH OF NOT LESS THAN 200 POUNDS, IN EACH EMPTY CONDUIT TO FACILITATE THE FUTURE INSTALLATION OF CONDUCTORS. INCORPORATE PLASTIC TAGS FOR IDENTIFICATION.

F. CONDUCTORS

F.1. CONDUCTORS SHALL BE 98% CONDUCTIVITY SOFT DRAWN ANNEALED COPPER, 600 VOLT, THHN/THWN INSULATION, #12 AND LARGER – STRANDED.

F.2. NO CONDUCTORS SHALL BE SMALLER THAN #12, EXCEPT FOR SIGNAL OR CONTROL CIRCUITS AND FOR INDIVIDUAL LIGHTING FIXTURE TAPS AS PERMITTED BY NEC.

F.3. FOR HOME RUNS ON 120–VOLT, 20–AMPERE BRANCH CIRCUITS, WHERE LENGTH OF RUN FROM PANELBOARD TO FIRST OUTLET EXCEEDS 100 LINEAR FEET, USE #10 CONDUCTORS. WHERE LENGTH OF RUN IS 100 LINEAR FEET OR LESS, USE #12 CONDUCTORS.

F.4. FOR HOME RUNS ON 277–VOLT, 20–AMPERE BRANCH CIRCUITS, WHERE LENGTH OF RUN FROM PANELBOARD TO FIRST OUTLET EXCEEDS 200 LINEAR FEET, USE #10 CONDUCTORS. WHERE LENGTH OF RUN IS 200 LINEAR FEET OR LESS, USE #12 CONDUCTORS.

G. OVERCURRENT PROTECTIVE DEVICES

G.1. MOLDED CASE CIRCUIT BREAKERS
- G.1.1. AS MANUFACTURED BY THE MANUFACTURER OF THE PANELBOARD IN WHICH INSTALLED.
- G.1.2. ONE, TWO OR THREE POLE WITH RATINGS INDICATED ON THE DRAWINGS; (STANDARD) OR (HIGH INTERRUPTING) CONSTRUCTION AS REQUIRED BY THE SHORT CIRCUIT RATINGS INDICATED ON THE DRAWINGS.
- G.1.3. QUICK–MAKE, QUICK–BREAK, CALIBRATED FOR OPERATION IN AN AMBIENT TEMPERATURE OF 40°C. TRIP INDICATION BY HANDLE POSITION, TRIP–FREE. TWO AND THREE POLE BREAKERS: COMMON TRIP WITH SINGLE OPERATING HANDLE WITHOUT HANDLE TIES, PERMANENT TRIP UNIT CONTAINING INDIVIDUAL THERMAL AND MAGNETIC TRIP ELEMENTS IN EACH POLE. FRAME SIZES GREATER THAN 100 AMPERES: VARIABLE MAGNETIC TRIP ELEMENTS WHICH ARE SET BY A SINGLE ADJUSTMENT.
- G.1.4. REMOVABLE LUGS, U.L. LISTED FOR COPPER AND ALUMINUM CONDUCTORS. LISTED FOR INSTALLATION OF MECHANICAL OR COMPRESSION TYPE LUGS.

G.2. FUSES
- G.2.1. AS MANUFACTURED BY BUSSMAN, GOULD–SHAUMUT OR LITTLEFUSE.
- G.2.2. FOR CIRCUITS RATED 601 AMPERES TO 6000 AMPERES, 600 VOLT AC, FUSES SHALL BE U.L. LISTED CLASS L, CURRENT LIMITING, TIME–DELAY WITH 200,000 AMPERE RMS SYM INTERRUPTING RATING.
- G.2.3. FOR CIRCUITS RATED 0 TO 600 AMPERES, 250 VOLT OR 600 VOLT AC, FUSES SHALL BE U.L. LISTED CLASS RK1, CURRENT LIMITING, DUAL ELEMENT TIME–DELAY WITH 200,000 AMPERES RMS SYM INTERRUPTING RATING.
- G.2.4. PROVIDE SPARE FUSES AS FOLLOWS: 600A AND SMALLER – 10% OR EACH RATING (MINIMUM OF 3 PER RATING). 601A AND LARGER – 3 OF EACH RATING.

H. GROUNDING

H.1. GROUNDING SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.

H.2. GROUNDING CONDUCTORS SHALL BE ANNEALED COPPER CABLES OF THE SIZES INDICATED OR REQUIRED.

H.3. A "GREEN WIRE" EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED WITHIN EACH FEEDER AND BRANCH CIRCUIT RACEWAY, WHETHER METALLIC OR NON–METALLIC, TO FORM A COMPLETE AND CONTINUOUS GROUNDING PATH. CONNECT GROUNDING CONDUCTORS TO GROUND TERMINALS AT EACH END OF THE RUN.

III. EXECUTION

A. INSTALLATION OF CONDUIT

A.1. ALL INTERIOR RACEWAYS SHALL BE EMT. RACEWAYS IN DAMP OR WET LOCATIONS, OR IN HAZARDOUS LOCATIONS, SHALL BE GRC OR IMC.

A.2. CONDUITS SHALL BE OF SUCH SIZE AND SO INSTALLED THAT THE CONDUCTORS MAY BE DRAWN THROUGH WITHOUT INJURY OR EXCESSIVE STRAIN, SHALL BE SECURED AT CABINETS AND BOXES WITH GALVANIZED LOCKNUTS, BOTH INSIDE AND OUTSIDE, AND SHALL HAVE APPROPRIATE BUSHINGS INSIDE. BUSHINGS SHALL BE INSULATING TYPE WITH BOND GROUND CLAMPS.

A.3. GROUND METALLIC CONDUITS AS REQUIRED BY NEC.

A.4. INSTALL RACEWAYS CONTINUOUS FROM OUTLET TO OUTLET BOX, OR CABINET, WITH A MAXIMUM OF 150 FEET BETWEEN PULLS. IN AREAS WHERE THERE ARE NO SUSPENDED CEILINGS, RUN ALL CONDUITS PARALLEL/PERPENDICULAR TO BUILDING SURFACE PLANES.

A.5. WHEREVER RACEWAYS PASS THROUGH FLOORS, WALLS, PENETRATIONS, OR OTHER PARTITIONS, CAREFULLY FILL ANY SPACE BETWEEN THE OUTSIDE OF THE RACEWAY AND THE BUILDING MATERIAL TO PREVENT PASSAGE OF AIR, WATER, SMOKE, AND FUMES. FILLING MATERIAL SHALL BE A UL LISTED, INTUMESCENT SEALING HAVING FIRE/SMOKE RESISTIVE RATING EQUAL TO THE BUILDING MATERIAL PENETRATED.

A.6. CONDUITS UTILIZED THROUGHOUT THE PROJECT SHALL NOT BE SMALLER THAN 3/4 INCH FOR FEEDERS, MULTIPLE BRANCH CIRCUIT HOMERUNS AND HOMERUNS OF CONDUCTORS LARGER THAN NO. 12. INDIVIDUAL BRANCH CIRCUIT WIRING FOR NO. 12 CONDUCTORS SHALL BE ACCEPTABLE IN 3/4" CONDUIT, I.E. 2#12, 1#12G, 3/4"C.

B. INSTALLATION OF PULL AND JUNCTION BOXES

B.1. FASTEN ALL BOXES SECURELY TO THE BUILDING CONSTRUCTION, INDEPENDENT OF CONDUIT SYSTEMS.

B.2. ON CONCEALED CONDUIT SYSTEMS WHERE BOXES ARE NOT OTHERWISE ACCESSIBLE, SET BOXES FLUSH WITH FINISHED SURFACES FOR ACCESS, AND PROVIDE OVERLAPPING COVERS.

C. INSTALLATION OF CONDUCTORS

C.1. PULL NO CONDUCTORS INTO CONDUITS UNTIL ALL WORK OF A NATURE WHICH MAY CAUSE INJURY TO CONDUCTORS IS COMPLETED.

C.2. RUN FEEDERS IN CONTINUOUS PIECES, WITHOUT JOINTS OR SPLICES, INSOFAR AS PRACTICABLE.

C.3. RUN CONDUITS FOR EMERGENCY POWER CONDUCTORS SEPARATE FROM ALL OTHER WIRING.

D. SEGREGATION OF WIRING SYSTEMS

D.1. SEGREGATION OF WIRING SYSTEMS SHALL NOT BE COMPROMISED BY THE USE OF COMMON PULLBOXES, WIREWAYS, CABINETS OR ANY OTHER TYPE OF ENCLOSURE.

D.2. THE RACEWAY SYSTEM FOR EACH FEEDER SHALL BE A SEPARATE SYSTEM COMPLETELY FAULT ISOLATED FROM ALL OTHER RACEWAY SYSTEMS.

D.3. THE RACEWAY SYSTEM FOR THE BRANCH CIRCUITS OF EACH PANELBOARD SHALL BE A SEPARATE SYSTEM COMPLETELY FAULT ISOLATED FROM ALL OTHER RACEWAY SYSTEMS.

E. EQUIPMENT CONNECTIONS AND CONTROL WIRING

E.1. THE FURNISHING AND INSTALLATION OF CONTROL POWER WIRING REQUIRED FOR EQUIPMENT FURNISHED UNDER DIVISION 15 AND NOT SHOWN ON THE ELECTRICAL DRAWINGS SHALL BE FURNISHED UNDER DIVISION 15. CONTROL POWER WIRING IS DEFINED AS THE LINE VOLTAGE (120V) POWER WIRING FOR EQUIPMENT CONTROL CABINETS, TEMPERATURE CONTROL, ENERGY MANAGEMENT, OR BUILDING AUTOMATION SYSTEM PANELS AND LINE VOLTAGE SMOKE/FIRE DAMPERS.

E.2. THE FURNISHING AND INSTALLATION OF THE TEMPERATURE CONTROL WIRING, ENERGY MANAGEMENT SYSTEM OR BUILDING AUTOMATION WIRING NOT SHOWN ON THE ELECTRICAL DRAWINGS SHALL BE FURNISHED UNDER DIVISION 15. TEMPERATURE CONTROL, ENERGY MANAGEMENT SYSTEM AND BUILDING AUTOMATION SYSTEM WIRING IS DEFINED AS THE INTERLOCK OR INTERCONNECTING WIRING REQUIRED BETWEEN SYSTEM CONTROL DEVICES, APPURTENANCES AND CONTROL PANELS TO ALLOW THE SYSTEM TO FUNCTION AUTOMATICALLY. THIS INCLUDES WIRING BETWEEN THE FIRE ALARM SYSTEM, SMOKE EXHAUST SYSTEMS, DOOR ENTRY SYSTEMS AND ANY OTHER SYSTEM REQUIRING INTERFACE WITH THE TEMPERATURE CONTROL, ENERGY MANAGEMENT AND BUILDING AUTOMATION SYSTEM.

E.3. PROVIDE POWER WIRING TO EACH MOTOR–DRIVEN AND/OR ELECTRICALLY–OPERATED SYSTEM OR UNIT OF EQUIPMENT. THE WIRING SHALL ALLOW THE MOTOR(S) OR EQUIPMENT TO OPERATE IN A MANUAL MODE.

E.4. CONTROL WIRING WILL, UNLESS SPECIFICALLY NOTED OTHERWISE, BE FURNISHED AND INSTALLED UNDER OTHER DIVISIONS OF THE SPECIFICATIONS.

E.5. EXCEPT FOR ITEMS THAT ARE FURNISHED WITH FACTORY–INSTALLED, INTEGRAL MOTORS, AN ELECTRIC MOTOR OF REQUIRED SIZE AND ELECTRICAL CHARACTERISTICS WILL BE PROVIDED AND INSTALLED UNDER OTHER DIVISIONS FOR EACH ITEM OF MOTOR–DRIVEN EQUIPMENT. COMPLETE THE ELECTRICAL INSTALLATION OF THESE MOTORS IN ACCORDANCE WITH APPROVED WIRING DIAGRAMS AND INSTRUCTIONS.

E.6. WHERE DISCONNECT SWITCHES OR CIRCUIT BREAKERS ARE NOT PROVIDED INTEGRAL WITH CONTROL EQUIPMENT FOR MOTORS AND OTHER ELECTRICAL APPURTENANCES, PROVIDE AND INSTALL ALL DISCONNECT SWITCHES REQUIRED BY THE NEC AND/OR INDICATED.

E.7. WHERE POSSIBLE, TERMINATE CONDUITS IN CONDUIT BOXES ON MOTORS. WHERE MOTORS ARE NOT PROVIDED WITH CONDUIT BOXES, TERMINATE THE CONDUITS IN CONDUIT FITTINGS AT THE MOTORS.

F. EXISTING SYSTEMS TO REMAIN

F.1. THE CONTRACT DOCUMENTS DO NOT PROPOSE TO SHOW ALL EXISTING SYSTEMS, MATERIAL OR EQUIPMENT. OBTAIN DATA RELATED TO EXISTING CONDITIONS FROM EXISTING DOCUMENTS, MEASUREMENTS, NOTATIONS, PHOTOGRAPHS, SURVEYS AND OTHER OBSERVATIONS AT THE SITE.

F.2. REMOVE EXISTING WIRE, CONDUIT, EQUIPMENT, FIXTURES AND OTHER ITEMS TO PROVIDE ACCESS FOR WORK IN EXISTING FACILITIES. REINSTALL AND REFINISH ITEMS REMOVED, OR OTHERWISE DAMAGED, TO MATCH EXISTING ADJACENT SURFACED UPON COMPLETION OF THE WORK.

F.3. WHERE EXISTING FUNCTIONS TO REMAIN IN USE ARE DISRUPTED, THEY SHALL BE FULLY RESTORED AFTER DISRUPTION, IN FULL COMPLIANCE WITH THIS DIVISION OF THE SPECIFICATIONS FOR NEW WORK.

F.4. MODIFY, REMOVE OR RELOCATE MATERIALS AND ITEMS INDICATED ON THE DRAWINGS OR REQUIRED BY THE INSTALLATION OF NEW WORK.

F.5. WORKING JOINTLY WITH THE ARCHITECT/OWNER, ESTABLISH AND MARK SALVAGE AND DEMOLITION ITEMS BEFORE COMMENCING WORK; REPORT ITEMS SCHEDULE FOR RELOCATION, REINSTALLATION OR REUSE, WHICH ARE FOUND TO BE IN DAMAGED CONDITION; AWAIT FURTHER INSTRUCTIONS FROM THE ARCHITECT BEFORE COMMENCING WITH WORK.

F.6. DEMOLITION EQUIPMENT, DEVICES AND MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. SALVAGED EQUIPMENT AND DEVICES SHALL BE THE PROPERTY OF THE CONTRACTOR UNLESS NOTED OTHERWISE.

F.7. MAKE MINOR RELOCATIONS NECESSITATED BY THE CONDITIONS AT THE SITE OR AS DIRECTED BY THE ARCHITECT/OWNER, WITHOUT ADDITIONAL COST TO THE OWNER. REPAIR AND RESTORE TO GOOD FUNCTIONAL CONDITION, EQUIPMENT, MATERIALS AND ITEMS SCHEDULED FOR RELOCATION, WHICH ARE DAMAGED DURING DISMANTLING OR REASSEMBLY OPERATIONS. NEW MATERIALS AND ITEMS OF SIMILAR DESIGN AND QUALITY MAY BE SUBSTITUTED FOR MATERIALS AND ITEMS INDICATED TO BE RELOCATED UPON APPROVAL OF SHOP DRAWINGS, PRODUCT DATA AND SAMPLES. REMOVE CAREFULLY, IN REVERSE ORDER TO ORIGINAL ASSEMBLY OR PLACEMENT, ITEMS WHICH ARE TO BE RELOCATED. PROTECT ITEMS UNTIL RELOCATION IS COMPLETE. CLEAN AND REPAIR ITEMS TO BE RELOCATED, AND PROVIDE NEW MATERIALS, FITTINGS AND APPURTENANCES REQUIRED TO COMPLETE THE RELOCATIONS AND TO RESTORE TO GOOD OPERATING ORDER. PERFORM THE RELOCATION WORK IN ACCORDANCE WITH APPLICABLE PORTIONS OF THESE SPECIFICATIONS, UTILIZING SKILLED WORKERS.

F.8. RELOCATING DEVICES: REMOVE AND REINSTALL IN LOCATIONS DESIGNATED BY THE ARCHITECT. TEMPERATURE CONTROL SYSTEM DEVICES, RELAYS, WIRE, CONDUIT, FIXTURES, EQUIPMENT AND OTHER DEVICES REQUIRED FOR THE OPERATION OF THE VARIOUS SYSTEMS THAT ARE INSTALLED IN EXISTING–TO–BE–REMOVED CONSTRUCTION.

G. CONTRACTOR RESPONSIBILITIES

G.1. CONTRACTOR SHALL KEEP A CLEAN SET OF DRAWINGS ON THE JOB, NOTING DAILY ALL CHANGES MADE IN THESE DRAWINGS IN CONNECTION WITH THE FINAL INSTALLATION INCLUDING EXACT DIMENSIONED LOCATIONS OF ALL NEW AND UNCOVERED EXISTING UTILITIES AND SHALL, WITH HIS REQUEST FOR FINAL PAYMENT, TURN OVER A CLEAN, NEATLY MARKED SET OF REPRODUCIBLE MYLARS SHOWING "AS INSTALLED" WORK TO THE ARCHITECT FOR SUBSEQUENT REVIEW AND TRANSMITTAL TO THE OWNER. CONTRACTOR SHALL NOTE ALL CONSTRUCTION CHANGES, DATE EACH SHEET AND LABEL "AS–BUILTS" IN THE REVISION BLOCK ON THE DRAWINGS. CONTRACTOR SHALL ALSO FURNISH ONE (1) SET OF "AS–BUILT" BLUELINE PRINTS.

G.2. IN ADDITION TO THE ABOVE, CONTRACTOR SHALL ACCUMULATE DURING THE JOB'S PROGRESS, THE FOLLOWING DATA, IN TRIPLICATE, PREPARED IN A NEAT BROCHURE OR POCKET FOLDER AND TURNED OVER TO THE ARCHITECT FOR REVIEW AND SUBSEQUENT DELIVERY TO THE OWNER.
- G.2.1. ALL WARRANTIES AND GUARANTEES AND MANUFACTURER'S DIRECTIONS ON EQUIPMENT AND MATERIAL COVERED BY THE CONTRACT INCLUDING THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF THE MANUFACTURER'S REPRESENTATIVE.
- G.2.2. APPROVED FIXTURE BROCHURES, WIRING DIAGRAMS AND CONTROL DIAGRAMS (ORIGINAL DATA, NO COPIES).
- G.2.3. COPIES OF APPROVED SHOP DRAWINGS.
- G.2.4. OPERATING INSTRUCTIONS FOR ALL ELECTRICAL SYSTEM EQUIPMENT. OPERATING INSTRUCTIONS SHALL ALSO INCLUDE RECOMMENDED MAINTENANCE PROCEDURES.
- G.2.5. TEST REPORTS REQUIRED BY THESE SPECIFICATIONS.
- G.2.6. ANY AND ALL OTHER DATA AND/OR DRAWINGS REQUIRED DURING CONSTRUCTION.
- G.2.7. REPAIR PARTS LISTS OF ALL MAJOR ITEMS OF EQUIPMENT INCLUDING NAME, ADDRESS AND TELEPHONE NUMBERS OF LOCAL SUPPLIER OR AGENT.

G.3. ALL OF THE ABOVE DATA SHALL BE SUBMITTED TO THE ENGINEER FOR HIS REVIEW AT SUCH TIME AS THE CONTRACTOR SUBMITS HIS LAST ESTIMATE PRIOR TO HIS FINAL PAYMENT, BUT IN NO CASE, LESS THAN TWO WEEKS BEFORE FINAL INSPECTION.

G.4. NORMAL FUNCTIONS OF OCCUPIED AREAS MUST CONTINUE DURING THE CONSTRUCTION PHASES. EVERY EFFORT SHALL BE MADE TO INSURE SUCH FUNCTIONS ARE NOT DISTURBED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND REMOVAL OF TEMPORARY SYSTEMS AS REQUIRED TO MAINTAIN THE FUNCTIONS OF OCCUPIED AREAS.

ELECTRICAL GENERAL LEGEND

ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS. SYMBOLS ARE SHOWN SCHEMATIC AND MAY NOT BE TO SCALE.

SYMBOL	DESCRIPTION	MTG. HT. UNO (SEE NOTE 1)
$WP	WEATHERPROOF SINGLE POLE SWITCH	48" AFF
WP/WU	DUPLEX RCPT, GFI/WATER PROOF – 20A/125V/1P/3W/G NEMA 5–20R WITH WHILE IN USE COVER	REFER TO PLANS
	PANELBOARD	–
~	SINGLE LINE CONTINUATION	–
	CIRCUIT HOME RUN TO PANELBOARD (2 #10, 1 #10G, 3/4"C. 20A/1P CB UNO)	–
XXX	THREE SINGLE POLE DEVICE CIRCUIT NUMBERS	–
X/X/X	MULTI–POLE DEVICE CIRCUIT NUMBERS	–
POH	EXISTING ELECTRICAL PRIMARY OVERHEAD LINE	–
G	EXISTING UNDERGROUND GAS LINE	–
	EXISTING ELECTRICAL UNDERGROUND CONDUIT	–
	ELECTRICAL UNDERGROUND CONDUIT	–
	ELECTRICAL CONDUIT	

ELECTRICAL GENERAL NOTES

A. ELECTRICAL CONTRACTOR SHALL INSTALL ALL UNDERGROUND CONDUIT, CONDUCTORS, AND CABLE AS SPECIFIED IN PROJECT SPECIFICATIONS.

B. MOUNTING HEIGHT OF DEVICES AS PER PROJECT SPECIFICATIONS UNLESS NOTED OTHERWISE.

CODE REFERENCES

INTERNATIONAL BUILDING CODE 2018
INTERNATIONAL PLUMBING CODE 2018
INTERNATIONAL MECHANICAL CODE 2018
INTERNATIONAL FUEL GAS CODE 2018
INTERNATIONAL FIRE CODE 2018
INTERNATIONAL ENERGY CONSERVATION CODE 2015
NATIONAL ELECTRICAL CODE 2017

GENERAL ABBREVIATIONS

ABS	ABOVE BACK SPLASH	EX	EXISTING	MTD	MOUNT OR MOUNTED	NL	NIGHT LIGHT	SW	SWITCH
AFF	ABOVE FINISHED FLOOR	F	FUSE	MTG	MOUNTING	NO (N.O.)	NORMALLY OPEN	UF	UNDERFLOOR
BFC	BELOW FINISHED CEILING	G	GROUND (EQUIPMENT)	NC (N.C.)	NORMALLY CLOSED	RCPT(S)	RECEPTACLE(S)	UG	UNDERGROUND
C	CONDUIT	GFI	GROUND FAULT INTERRUPTER	NF	NONFUSED	PNL	PANEL	WG	WIRE GUARD
CB	CIRCUIT BREAKER	H	HORIZONTAL MOUNTING	NIC	NOT IN CONTRACT	SO (S.O.)	SPACE ONLY	WP	WEATHERPROOF
CLG	CEILING	IC	INTERRUPTING CAPACITY	TYP	TYPICAL	SP	SPARE	XFMR	TRANSFORMER
EC	EMPTY CONDUIT	IG	ISOLATED GROUND	EP	ELECTRICAL PRIMARY	ST (S.T.)	SHUNT TRIP	UNO	UNLESS NOTED OTHERWISE

NOTES:
1. 48" AFF INDICATES TO TOP OF DEVICE;
   15" AFF INDICATES TO BOTTOM OF DEVICE;
   ALL OTHER MOUNTING HEIGHTS REFER TO CENTERLINE OF DEVICE.

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Revision No.	Date	Description

STATE OF TEXAS
LIZBETH GUERRA
103534
LICENSED
PROFESSIONAL ENGINEER
09/01/23

Project No.:	45830.035
Issued:	09/01/2023
Drawn By:	JC
Checked By:	LG
Scale:	AS NOTED

Sheet Title
ELECTRICAL GENERAL LEGEND AND NOTES

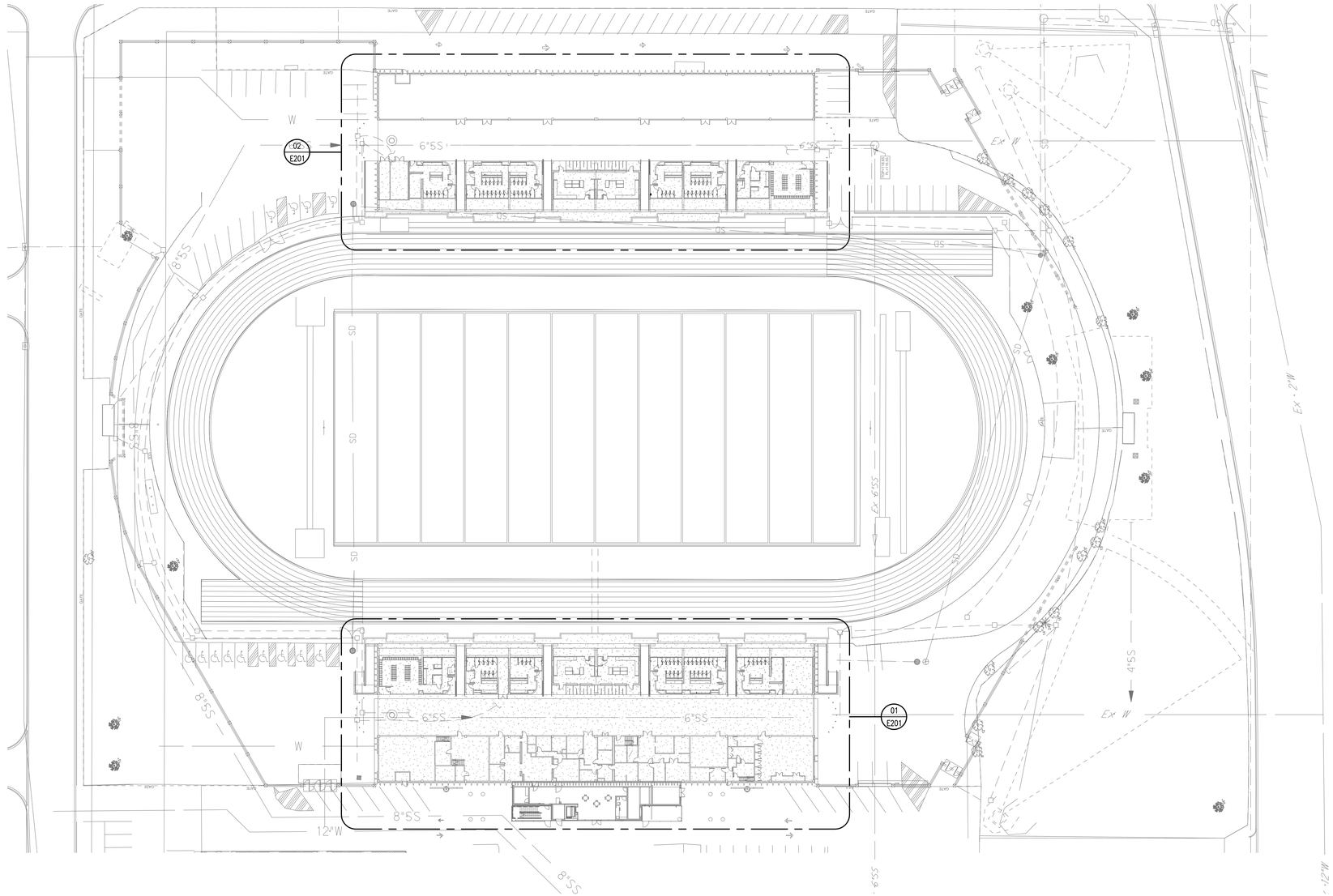
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Sheet Number

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GENERAL NOTES:

A. REFER TO SHEET E001 FOR ELECTRICAL GENERAL NOTES AND LEGEND.

B. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS, SITE SURVEY AND NEW WORK PROPOSED. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS. UNDERGROUND OR ABOVE GROUND UTILITIES, ELECTRICAL EQUIPMENT, CONDUIT, CONDUCTORS OR DEVICES NOT SHOWN THAT REQUIRE RELOCATION DUE TO NEW WORK SHALL BE DONE BY THE CONTRACTOR. ALL FINDINGS SHALL BE ADDED TO FINAL BID OR SHALL BE AT NO ADDITIONAL COST TO OWNER. RELOCATE ANY UTILITIES, CIRCUITS, EQUIPMENT OR DEVICES FOUND THAT ARE NOT ON PLANS BEFORE COMMENCING WORK AND REPORT THE DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.



LEGEND:

- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER
- SD — EXISTING STORM SEWER
- EXISTING COMMUNICATION CONDUIT
- EXISTING POWER CONDUIT

01 ELECTRICAL POWER SITE PLAN

SCALE: 1" = 40'

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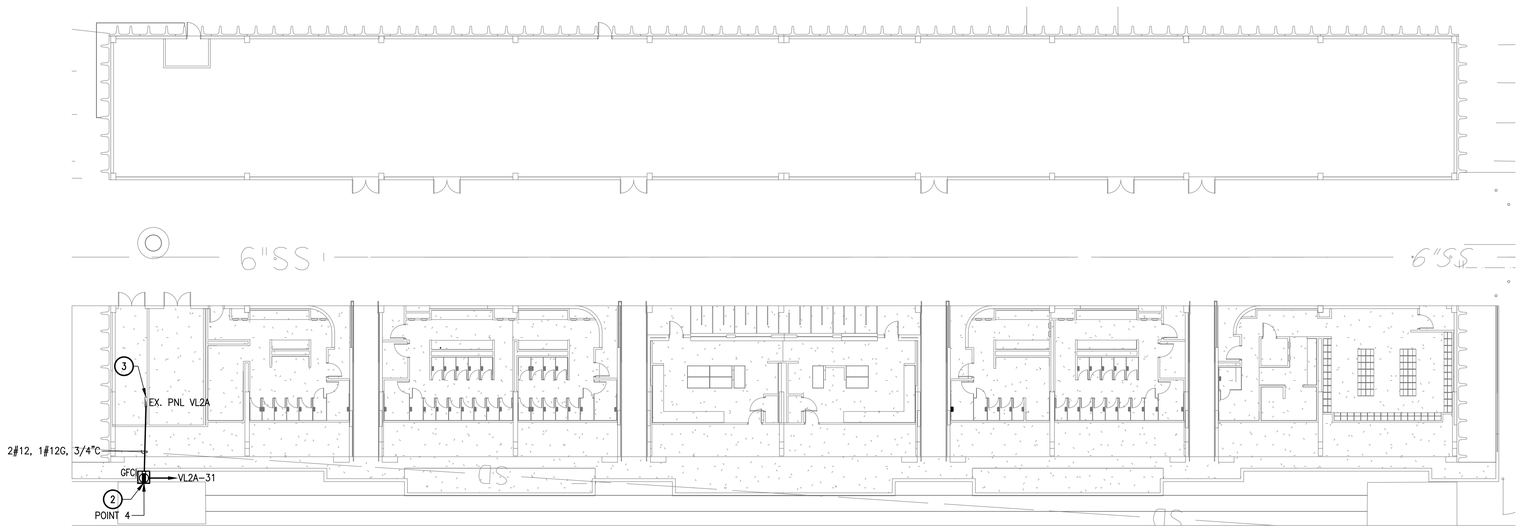
Project No.:	45830.035
Issued:	09/01/2023
Drawn By:	JC
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Sheet Title

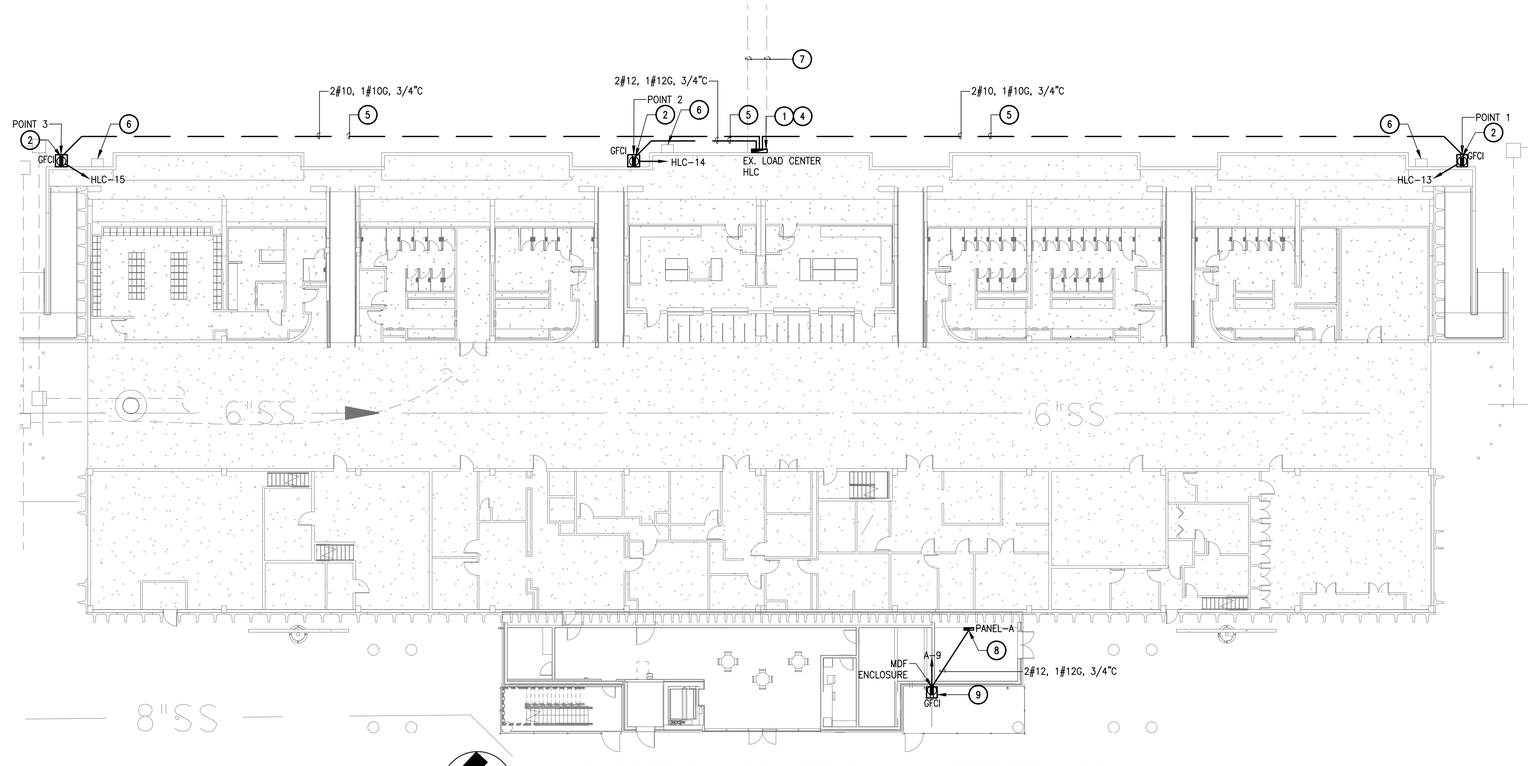
ELECTRICAL POWER SITE PLAN

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02 ELECTRICAL POWER PLAN - EAST STANDS
SCALE: 1/16" = 1'-0"



01 ELECTRICAL POWER PLAN - WEST STANDS
SCALE: 1/16" = 1'-0"

GENERAL NOTES:

A. REFER TO SHEET E001 FOR ELECTRICAL GENERAL NOTES AND LEGEND.

B. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS, SITE SURVEY AND NEW WORK PROPOSED. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS. UNDERGROUND OR ABOVE GROUND UTILITIES, ELECTRICAL EQUIPMENT, CONDUIT, CONDUCTORS OR DEVICES NOT SHOWN THAT REQUIRE RELOCATION DUE TO NEW WORK SHALL BE DONE BY THE CONTRACTOR. ALL FINDINGS SHALL BE ADDED TO FINAL BID OR SHALL BE AT NO ADDITIONAL COST TO OWNER. RELOCATE ANY UTILITIES, CIRCUITS, EQUIPMENT OR DEVICES FOUND THAT ARE NOT ON PLANS BEFORE COMMENCING WORK AND REPORT THE DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.

C. USE #10 AWG CONDUCTORS FOR 20 AMPERE, 120 VOLT BRANCH CIRCUITS LONGER THAN 100 FEET.

D. CONTRACTOR SHALL DETERMINE AFTER FIELD VERIFICATION BEST ROUTE FOR NEW CIRCUITS. PROVIDE EMT CONDUIT FOR INDOOR CONDITIONS AND GRC CONDUIT FOR OUTDOOR CONDITIONS, PROVIDE FIRE RATED SEALANT AND CONDUIT SLEEVE WHEN PENETRATING THROUGH WALL.

E. WHEREVER RACEWAYS PASS THROUGH FLOORS, WALLS, PENETRATIONS, OR OTHER PARTITIONS, CAREFULLY FILL ANY SPACE BETWEEN THE OUTSIDE OF THE RACEWAY AND THE BUILDING MATERIAL TO PREVENT PASSAGE OF AIR, WATER, SMOKE, AND FUMES. FILLING MATERIAL SHALL BE A UL LISTED, INTUMESCENT SEALING HAVING FIRE/SMOKE RESISTIVE RATING EQUAL TO THE BUILDING MATERIAL PENETRATED.

KEY NOTES:

1. EXISTING 125A 120/240V 1-PHASE SQUARE D LOAD CENTER-HLC.
2. CONTRACTOR SHALL FURNISH AND INSTALL NEW HEAVY-DUTY GFCI RECEPTACLE INSIDE NEW HUBBELL NEMA 4X REBOX ENCLOSURE NEXT TO EXISTING ENCLOSURES. CONTRACTOR SHALL PROVIDE PROPER ENCLOSURE SEALING FITTINGS FOR NEMA 4X ENCLOSURE. INSTALLER SHALL COORDINATE WITH OWNER FOR LOCATION AND HEIGHT PRIOR TO ANY ROUGH-INS. REFER TO DETAIL 01/T501 FOR GFCI RECEPTACLE LOCATION AND GROUNDING.
3. EXISTING 225A 120/208V 3-PHASE GE A-SERIES PANEL-VL2A.
4. CONTRACTOR SHALL FURNISH AND INSTALL (3) NEW 20A 1-POLE BREAKERS FOR NEW GFCI RECEPTACLES. NEW BREAKERS SHALL MATCH EXISTING LOAD CENTER KAIC RATING.
5. CONTRACTOR IS RESPONSIBLE IN RESTORING SOIL, PASTURE, WALKWAY, FENCE CONCRETE, ETC TO ITS ORIGINAL STATE AFTER INSTALLATION OF NEW FEEDER CONDUIT.
6. EXISTING COMMUNICATION ENCLOSURE BOX TO REMAIN.
7. EXISTING 4" CONDUITS IN PATH OF NEW ELECTRICAL CONDUIT RUN. FIELD VERIFY DEPTH AND LOCATION PRIOR TO COMMENCING WORK.
8. EXISTING 125A 120/208V 3-PHASE PANEL-A.
9. CONTRACTOR SHALL FURNISH AND INSTALL NEW HEAVY-DUTY GFCI RECEPTACLE INSIDE NEW HUBBELL NEMA 4X REBOX ENCLOSURE (MDF ENCLOSURE). ENCLOSURE TO BE FURNISHED BY CONTRACTOR & INSTALLED BY OTHERS. CONTRACTOR SHALL PROVIDE PROPER ENCLOSURE SEALING FITTINGS FOR NEMA 4X ENCLOSURE. INSTALLER SHALL COORDINATE WITH OWNER FOR LOCATION AND HEIGHT PRIOR TO ANY ROUGH-INS. REFER TO DETAIL 01/T501 FOR GFCI RECEPTACLE LOCATION AND GROUNDING.

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Project No.:	45830.035
Issued:	09/01/2023
Drawn By:	JC
Checked By:	LG
Scale:	AS NOTED

Sheet Title
ELECTRICAL POWER PLANS

E201
Sheet Number

File Name: A:\45000s\45830\035\ICT\CADD\SheetsMCA\E201-PL-45830.035.dwg
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EXISTING PANEL-VL2A

VOLTAGE: 208Y/120 VOLT 3 PHASE 4 WIRE — LOCATION: ELEC ROOM

225A MAIN CIRCUIT BREAKER — MOUNTING: SURFACE

BUSES: MAIN – 225A; NEUTRAL – 100% ; EQUIPMENT GROUND; — Isc = 10,000 A RMS SYM AVAILABLE

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
0	0	1000	EX REF MERCHANDISER	20/1	1	A	2	20/1	EX PRETZEL MACHINE	0	0	1000
0	0	1000	EX POPCORN M ACHINE	20/1	3	B	4	20/1	EX HOT DOG MACHINE	0	0	1000
0	0	1000	EX WARMER	20/1	5	C	6	20/1	EX RECEPTACLE	0	0	1000
0	0	1000	EX HOT PLATE	20/2	7	A	8	20/2	EX HOT PLATE	0	0	1000
0	0	1000	"	–	9	B	10	–	"	0	0	1000
0	0	1000	EX WARMER	20/1	11	C	12	20/2	EX ICE MACHINE	0	0	1000
0	0	1000	EX REF MERCHANDISER	20/2	13	A	14	–	"	0	0	1000
0	0	1000	EX PRETZEL MACHINE	–	15	B	16	20/1	EX POPCORN MACHINE	0	0	1000
0	0	1000	EX HOT DOG MACHINE	20/1	17	C	18	20/1	EX WARMER	0	0	1000
0	0	1000	EX PIZZA OVEN	20/1	19	A	20	20/2	EX HOT PLATE	0	0	1000
0	0	1000	EX HOT PLATE	20/2	21	B	22	–	"	0	0	1000
0	0	1000	"	–	23	C	24	20/1	EX WARMER	0	0	1000
0	0	1000	EX ICE MACHINE	20/2	25	A	26	20/1	EX HOT WELL	0	0	1000
0	0	1000	"	–	27	B	28	20/1	EX HOT WELL	0	0	1000
0	0	1000	EX CONCESSION STAND LOAD	20/1	29	C	30	20/1	EX CONCESSION STAND LOAD	0	0	1000
0	1920	0	NEW POINT 4 GFCI RECEPTACLE	20/1	31	A	32	20/1	SPARE	0	0	0
0	0	0	SPARE	20/1	33	B	34	20/1	SPARE	0	0	0
0	0	0	SPARE	20/1	35	C	36	20/1	SPARE	0	0	0
0	0	0	SPARE	20/1	37	A	38	20/1	SPARE	0	0	0
0	0	0	SPARE	20/1	39	B	40	20/1	SPARE	0	0	0
0	0	0	SPARE	20/1	41	C	42	20/1	SPARE	0	0	0

VA:L (LIGHTING)	0	CONNECTED	0 DEMAND
VA:R (RECEPTACLES)	1920	CONNECTED	1920 DEMAND
VA:O (OTHER)	30000	CONNECTED	30000 DEMAND
VA: TOTAL	31920	CONNECTED	31920 DEMAND
AMPS: TOTAL	89	CONNECTED	89 DEMAND

L	R	O		TOTAL			
0	1920	10000	VA CONNECTED TO A PHASE	11920	VA =	99	AMPS CONNECTED TO A PHASE @ 120 VOLTS
0	0	10000	VA CONNECTED TO B PHASE	10000	VA =	83	AMPS CONNECTED TO B PHASE @ 120 VOLTS
0	0	10000	VA CONNECTED TO C PHASE	10000	VA =	83	AMPS CONNECTED TO C PHASE @ 120 VOLTS
0	1920	30000	TOTAL	31920	VA		

NOTE:

EXISTING LOAD CENTER - HLC

VOLTAGE: 120/240 VOLT 1 PHASE 3 WIRE — LOCATION: FIELD

125A MAIN CIRCUIT BREAKER — MOUNTING: SURFACE

BUSES: MAIN – 125A — Isc = 10,000 A RMS SYM AVAILABLE

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
0	1920	0	EX LOAD	20/1	1	A	2	100/2	NOT USED	0	0	0
0	1920	0	EX LOAD	20/1	3	B	4	–	"	0	0	0
0	1920	0	EX LOAD	20/1	5	A	6	50/2	NOT USED	0	0	0
0	1920	0	EX LOAD	20/1	7	B	8	20/1	"	0	0	0
0	1920	0	EX LOAD	20/1	9	A	10	20/1	EX LOAD	0	1920	0
0	0	0	NOT USED	20/1	11	B	12	20/1	EX LOAD	0	1920	0
0	1920	0	NEW POINT 1 GFCI RECEPTACLE	20/1	13	A	14	20/1	NEW POINT 2 GFCI RECEPTACLE	0	1920	0
0	1920	0	NEW POINT 3 GFCI RECEPTACLE	20/1	15	B	16	–	SPACE	0	0	0

VA:L (LIGHTING)	0	CONNECTED	0 DEMAND
VA:R (RECEPTACLES)	19200	CONNECTED	14600 DEMAND
VA:O (OTHER)	0	CONNECTED	0 DEMAND
VA: TOTAL	19200	CONNECTED	14600 DEMAND
AMPS: TOTAL	80	CONNECTED	61 DEMAND

L	R	O		TOTAL			
0	11520	0	VA CONNECTED TO A PHASE	11520	VA =	96	AMPS CONNECTED TO A PHASE @ 120 VOLTS
0	7680	0	VA CONNECTED TO B PHASE	7680	VA =	64	AMPS CONNECTED TO B PHASE @ 120 VOLTS
0	19200	0	TOTAL	19200	VA		

EXISTING PANEL A

Location: MECHANICAL A100 — **Volts:** 120/208 Wye — **A.I.C. Rating:** 10,000

Supply From: MDP — **Phases:** 3 — **Mains Type:** MLO

Mounting: Surface — **Wires:** 4 — **Mains Rating:** 125 A

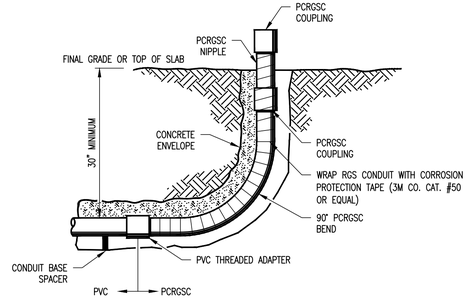
Enclosure: Type 1

Notes:

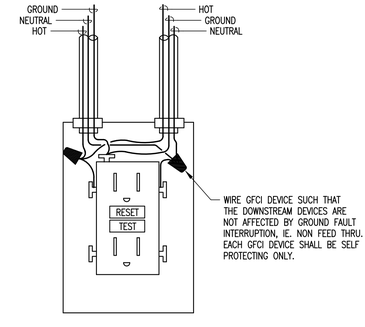
CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	TVs OFFICE A103	20 A	1	1050 VA	360 VA					1	20 A	Receptacle LOBBY A105	2
3	Receptacles – OFFICE A103	20 A	1			1800 VA	540 VA			1	20 A	Receptacle TICKETS A104	4
5	Receptacles – OFFICE A103	20 A	1					1440 VA	780 VA	1	20 A	Receptacle TICKETS A104	6
7	TVs OFFICE A103	20 A	1	420 VA	360 VA					1	20 A	Receptacle TICKETS A104	8
9	MDF ENCLOSURE – GFCI RECEPTACLE	20 A	1			1920 VA	540 VA			1	20 A	Receptacles – OFFICE A103	10
11	Receptacles – OFFICE A103	20 A	1					720 VA	750 VA	1	20 A	Receptacle LOBBY A105	12
13	Receptacle LOBBY A105	20 A	1	720 VA	720 VA					1	20 A	Receptacle Room A107, A573	14
15	Receptacle MECHANICAL A100	20 A	1			540 VA	500 VA			1	20 A	Ground Floor Exterior Lighting (Canopy)	16
17	Ground Floor Ltg.	20 A	1					477 VA	96 VA	1	20 A	Lighting	18
19	Receptacles – Mezzanine Level	20 A	1	900 VA	360 VA					1	20 A	Receptacle MDF A102	20
21	Receptacle – Mezzanine Entrance GFI	20 A	1			180 VA	244 VA			1	20 A	Ground Floor Egress Ltg.	22
23	Ground Floor Exterior Egress Ltg.	20 A	1					113 VA	30 VA	1	20 A	Ground Floor Exit Signs	24
25	Mechanical and Riser Room Egress Ltg.	20 A	1	70 VA	140 VA					1	20 A	Mechanical and Riser Room Ltg.	26
27	LCP-A	20 A	1			1920 VA	140 VA			1	20 A	Emergency MEZZANINE Lighting	28
29	MEZZANINE Lighting	20 A	1					175 VA	358 VA	1	20 A	Receptacle MDF A102 IT RACK	30
31	Receptacle MDF A102 IT RACK	20 A	1	358 VA	591 VA					1	20 A	Receptacle MDF A102 MITV RACK 2	32
33	Receptacle MDF A102 MITV RACK 2	20 A	1			591 VA	1157 VA			1	20 A	Receptacle MDF A102 MITV RACK 1	34
35	Receptacle MDF A102 MITV RACK 1	20 A	1					1157 VA	0 VA	--	--	Space	36
37	SPD	30 A	3	0 VA	0 VA					--	--	Space	38
39	--	--	--			0 VA	0 VA			--	--	Space	40
41	--	--	--					0 VA	0 VA	--	--	Space	42
			Total Load:	6049 VA		8148 VA		6078 VA					
			Total Amps:	50 A		68 A		51 A					

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Lighting – Dwelling Unit	548 VA	100.00%	548 VA		
Lighting – Exterior	66 VA	100.00%	66 VA	**Total Conn. Load:**	19774 VA
Receptacle	14292 VA	84.98%	12146 VA	**Total Est. Demand:**	17840 VA
Spare	1950 VA	100.00%	1950 VA	**Total Conn.:**	55 A
Power	2100 VA	100.00%	2100 VA	**Total Est. Demand:**	50 A
Lighting	848 VA	125.00%	1060 VA		



02 TYPICAL CONDUIT STUB-UP DETAIL
N.T.S.



01 GFCI RECEPTACLE - WIRING DIAGRAM
N.T.S.

MCALLEN VETERANS MEMORIAL STADIUM
FIBER INSTALLATION FOR SCOREBOARD OPERATIONS AT NEW PRESS BOX
2001 N BICENTENNIAL BLVD, MCALLEN, TX 78501

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Revision No.	Date	Description

STATE OF TEXAS — LIZBETH GUERRA — 103534 — LICENSED PROFESSIONAL ENGINEER — 01/01/23

Project No.:	45830.035
Issued:	09/01/2023
Drawn By:	JC
Checked By:	LG
Scale:	AS NOTED

Sheet Title: ELECTRICAL SCHEDULES AND DETAILS

E201
Sheet Number

File Name: A:\45000s\45830\035\ICT\CADD\SheetsMCA\E201-SC--45830.035.dwg
Current Tab (Layout): E201 User: AH3602
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TELECOMMUNICATIONS GENERAL LEGEND

ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS.
SYMBOLS ARE SHOWN SCHEMATIC AND MAY NOT BE TO SCALE.

SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)
□ FPB##	PULL BOX. CONTRACTOR SHALL VERIFY JUNCTION BOX IS ADEQUATE PER NEC. NEMA 3R.	
———	ABOVE GROUND CONDUIT. (REFER TO PLAN NOTES FOR ABOVE CEILING LOCATIONS)	
- -	UNDERGROUND CONDUIT. (REFER TO DETAIL FOR CONDUIT DEPTH AND ABOVE GROUND TO UNDERGROUND TRANSITIONS)	

GENERAL ABBREVIATIONS

ABS	ABOVE BACK SPLASH	IC	INTERRUPTING FACILITY	SO (S.O.)	SPACE ONLY
AFF	ABOVE FINISHED FLOOR	IG	ISOLATED GROUND	SP	SPARE
BFC	BELOW FINISHED CEILING	MTD	MOUNT OR MOUNTED	SPD	SURGE PROTECTIVE DEVICE
C	CONDUIT	NC (N.C.)	NORMALLY CLOSED	ST (S.T.)	SHUNT TRIP
CB	CIRCUIT BREAKER	NF	NONFUSED	SW	SWITCH
CG	CAGE	NIC	NOT IN CONTRACT	UF	UNDERFLOOR
CLG	CEILING	TYP	TYPICAL	UG	UNDERGROUND
EC	EMPTY CONDUIT	EP	ELECTRICAL PRIMARY	WG	WIRE GUARD
EX	EXISTING	NL	NIGHT LIGHT	WP	WEATHERPROOF
F	FUSE	NO (N.O.)	NORMALLY OPEN	XFMR	TRANSFORMER
G	GROUND (EQUIPMENT)	PCRGSC	POLYCARBONATE RIGID GALVANIZED STEEL CONDUIT	UNO	UNLESS NOTED OTHERWISE
GFI	GROUND FAULT INTERRUPTER	RCPT(S)	RECEPTACLE(S)		
GRC	GALVANIZED RIGID CONDUIT	PNL	PANEL		

NOTES:
1. 48" AFF INDICATES TO TOP OF DEVICE;
   ALL OTHER MOUNTING HEIGHTS REFER TO CENTERLINE OF DEVICE.

GENERAL NOTES:

A. CONDUIT OR WIRING ROUTING SHOWN ON PLANS IS DIAGRAMATIC. THE CONTRACTOR SHALL COORDINATE EXACT LOCATION OF CONDUIT, WIRING, AND DEVICES WITH EXISTING BUILDING ELEMENTS AND THE WORK OF OTHER TRADES.

B. ALL DEVICES SHOWN ON DRAWINGS ARE SYMBOLIC ONLY. THE ENTIRE SYSTEM SHALL BE IN FULL COMPLIANCE AND MEET ALL REQUIREMENTS AND STANDARDS.

C. CONTRACTOR SHALL INSTALL DEVICES SHOWN ON PLANS AS A MINIMUM, NO EXCEPTIONS. AS PART OF THE SUBMITTAL PROCESS, CONTRACTOR SHALL SUBMIT DRAWINGS TO MISD AND ENGINEER FOR REVIEW AS PART OF SUBMITTALS.

D. CONTRACTOR SHALL INCLUDE IN HIS BID ALL COST ASSOCIATED TO THE EXTENSION OF NEW DEDICATED CIRCUITS REQUIRED. CONTRACTOR SHALL LABEL SUCH NEW CIRCUITS ACCORDINGLY WITH CIRCUIT ID.

E. CONTRACTOR SHALL INCLUDE IN HIS BID ALL COST ASSOCIATED WITH CONDUIT, BACK BOX, PATCHING, AND PAINTING TO MATCH EXISTING WALL FINISH.

F. ALL CABLING INSIDE BUILDING SHALL BE PLENUM RATED TYPE.

G. ALL WIRE WAYS INCLUDING BUT NOT LIMITED TO WIREMOLD, EMT, CONDUIT BODIES SHALL HAVE BUSHINGS.

H. ALL "OSP" RATED CABLE ROUTED INSIDE THE BUILDING SHALL BE ROUTED IN CONDUIT. THE MAXIMUM TRAVEL DISTANCE FOR "OSP" CABLE INSIDE THE BUILDING SHALL NOT EXCEED 50 FEET IF NOT IN CONDUIT.

I. ALL OUTDOOR RACEWAYS FROM BUILDING TO BUILDING, OR TO OTHER STRUCTURES, SHALL BE UNDERGROUND. CONTRACTOR SHALL INCLUDE COST OF NEW CONDUIT. 4"C MINIMUM, SAW CUT, TRENCHING, BORING, BACKFILL, AND COMPACTING AS PER PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BACKFILL AND SOD ANY AREAS THAT WERE ORIGINALLY COVERED WITH GRASS. NEW GRASS SHALL MATCH THE EXISTING TYPE IN GREEN AREA.

J. CONTRACTOR SHALL HAVE ADEQUATE CARE WITH ANY OTHER SPECIAL SYSTEMS THROUGHOUT ENTIRE CAMPUS AND AVOID INTERRUPTION OF SERVICE. CONTRACTOR SHALL BE RESPONSIBLE OF COST, MATERIAL AND LABOR RESULTING FROM REPAIRS OF SERVICE INTERRUPTION OF ANY OTHER SYSTEM.

K. ALL UNDERGROUND CONDUIT SHALL HAVE TRACEABLE MARKING (WARNING) TAPE INSTALLED ABOVE CONDUITS.

L. FOR ALL INTERIOR RACEWAYS, CONTRACTOR SHALL INCLUDE COST OF NEW CONDUIT AND PENETRATION PATHS THROUGH FIRE RATED WALLS. 2-INCH CONDUIT MINIMUM. IF EXISTING CONDUIT PENETRATION PATHWAYS ARE TO BE REUSED, CONTRACTOR SHALL REQUEST PERMISSION TO OWNER PRIOR TO COMMENCING ANY WORK. IF PERMISSION IS GRANTED, CONTRACTOR SHALL CREDIT BACK TO OWNER COST INCLUDED OF NEW CONDUIT NOT FURNISHED AND INSTALLED.

M. ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL HAVE SOUND RETARDING/ABSORBING FIRE STOP MATERIAL AND NEW CONDUIT SLEEVES.

N. ALL CONDUITS BACKBOXES, WIREMOLD, AND KNOCKOUTS SHALL HAVE BUSHINGS INSTALLED PRIOR TO CABLE INSTALL.

O. TRENCHING/BORING AND FIBER INSTALLATION SERVICES WILL CONNECT THE NEW PRESS BOX TO THE STADIUM SCOREBOARD AND FOUR (4) OTHER POINTS. THE DEPTH USED WILL BE THREE (3) FEET IN DEPTH AND A FOUR (4) INCH SCHEDULE FOURTY (40) HDPE FIBER CONDUIT. SCHEDULE EIGHTY (80) HDPE FIBER CONDUIT WILL BE REQUIRED FOR ANY ROADWAY AND PAVED AREA. NO TRENCHING/BORING UNDER THE RUNNING TRACK. ALL TRENCHING/BORING SHALL BE DONE IN COMPLIANCE WITH ALL APPLICABLE SAFETY STANDARDS, REGULATIONS, AND CODES.

P. CONTACTOR SHALL TRENCHING/BORE ONE PULL BOX LOCATION (FBP10) FOR FUTURE USE. THE DEPTH USED WILL BE THREE (3) FEET IN DEPTH AND A FOUR (4) INCH SCHEDULE FOURTY (40) HDPE FIBER CONDUIT. ALL TRENCHING/BORING SHALL BE DONE IN COMPLIANCE WITH ALL APPLICABLE SAFETY STANDARDS, REGULATIONS, AND CODES.

Q. FIBER OPTIC CABLE WILL BE USED TO TRANSMIT DATA, INCLUDING VIDEO AND AUDIO SIGNALS FROM THE PRESS BOX TO THE SCOREBOARD AND OTHER DESIGNATED POINTS.

R. ALL WORK MUST BE COMPLETED IN COMPLIANCE WITH ALL APPLICABLE SAFETY STANDARDS, REGULATIONS, AND CODES.

S. CONTRACTOR SHALL CONDUCT A SITE VISIT AND COORDINATE WITH OWNER TO REVIEW THE LOCATIONS FOR TRENCHING/BORING, HANDHOLE LOCATIONS, AND FIBER INSTALLATION.

T. CONTRACTOR SHALL INSTALL THE FIBER OPTIC CONDUIT AND CABLE IN THE TRENCHES/BORINGS ACCORDING TO ALL SPECIFICATIONS AND REQUIREMENTS TO EACH POINT IDENTIFIED IN THE PLANS. EACH POINT WILL REQUIRE A TWENTY-FOUR (24) STRAND FIFTY (50)/ ONE HUNDRED TWENTY-FIVE (125) OM4 PLENUM ARMORED FIBER RUN FROM THE PRESS BOX MDF TO THE POINT. EACH HANDHOLE WILL HAVE 20' OF SLACK, PROPERLY COILED IN THE HANDHOLE, WITHOUT EXCEEDING THE BEND RADIUS OF THE OM4 FIBER OPTIC CABLE. ARMORED FIBER CABLE TO BE GROUNDED/BONDED AT EACH END

U. THE SCOREBOARD LOCATION WILL REQUIRE A TWENTY-FOUR (24) STRAND FIFTY (50)/ ONE HUNDRED TWENTY- FIVE (125) OM4 PLENUM ARMORED FIBER AND ONE (1) AUDIO CABLE ONE (1) PAIR SHIELDED 22 AWG.

V. A 36"X36"X24" CONCRETE HANDHOLE WITH STEEL LIDS WILL BE REQUIRED FOR ANY ROADWAY AND PAVED AREA.

W. CONTRACTOR SHALL TERMINATE AND TEST (BI-DIRECTIONAL 850NM/1300NM) THE FIBER OPTIC CABLE IN EACH ENCLOSURE TO ENSURE THEY ARE WORKING CORRECTLY AND IN COMPLIANCE WITH INDUSTRY STANDARDS. ALL FIBER OPTIC TERMINATIONS SHALL BE PROPERLY LABELED AT EACH END.

X. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND MARKING ALL EXISTING UNDERGROUND SERVICES/UTILITIES PRIOR TO TRENCHING/BORING.

Y. ANY EXISTING UNDERGROUND UTILITIES IN PATH OF PROPOSED FIBER RUN WILL BE FIELD VERIFIED FOR DEPTH AND LOCATION PRIOR TO COMMENCING WORK.

Z. CONTRACTOR IS RESPONSIBLE IN RESTORING SOIL, PASTURE, WALKWAY, CONCRETE, PAVEMENT, FENCE, ECT TO ITS ORIGINAL STATE AFTER INSTALLATION OF PROPOSED FIBER RUN AND HANDHOLES.

CODE REFERENCES

INTERNATIONAL BUILDING CODE 2018
INTERNATIONAL PLUMBING CODE 2018
INTERNATIONAL MECHANICAL CODE 2018
INTERNATIONAL FUEL GAS CODE 2018
INTERNATIONAL FIRE CODE 2018
INTERNATIONAL ENERGY CONSERVATION CODE 2015
NATIONAL ELECTRICAL CODE 2017

MCALLEN VETERANS MEMORIAL STADIUM
FIBER INSTALLATION FOR SCOREBOARD OPERATIONS AT NEW PRESS BOX
2001 N BICENTENNIAL BLVD, MCALLEN, TX 78501

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Revision No.	Date	Description

STATE OF TEXAS
LIZBETH GUERRA
103534
LICENSED PROFESSIONAL ENGINEER
09/01/23

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
Bicsi
Jose Delgado
Rcc. No. 260372
Expires 12-31-23
09-01-2023

Project No.:	45830.035
Issued:	09/01/2023
Drawn By:	JC
Checked By:	LG/JD
Scale:	AS NOTED

Sheet Title
TELECOMMUNICATIONS GENERAL LEGEND AND NOTES

T001
Sheet Number

File Name: A:\45000s\45830\035\CT\CADD\SheetsMCA\T001-GN-45830.035.dwg
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TELECOMMUNICATIONS SPECIFICATIONS

I. GENERAL CONDITIONS

A. THE SCOPE OF THE WORK SHALL INCLUDE THE FURNISHING AND INSTALLATION OF THE NECESSARY MATERIAL AND LABOR TO ACCOMPLISH THE WORK INDICATED BY THE DRAWINGS AND HEREIN SPECIFIED. ALL WORK BY THIS CONTRACTOR SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING CODES. WHERE CONFLICTS BETWEEN THIS SPECIFICATION AND THE BASE BUILDING SPECIFICATION EXIST, THE BASE BUILDING DOCUMENT SHALL GOVERN.

B. THE CONTRACT DOCUMENTS DO NOT PROPOSE TO SHOW ALL EXISTING SYSTEMS, EQUIPMENT OR MATERIAL. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE EXISTING CONDITIONS AT THE JOB SITE BEFORE SUBMITTING PROPOSALS. SUBMISSION OF PROPOSALS SHALL BE TAKEN AS EVIDENCE THAT SUCH INSPECTION HAS TAKEN PLACE. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE COMPLETE SET OF CONSTRUCTION DOCUMENTS, AND THE LACK OF SPECIFIC INFORMATION ON THE DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY.

C. MATERIALS AND EQUIPMENT FURNISHED UNDER THIS CONTRACT SHALL BE NEW AND SHALL BEAR THE U.L. LABEL WHERE APPLICABLE, UNLESS NOTED OTHERWISE. ALL WORK SHALL BE GUARANTEED AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR AFTER COMPLETION AND ACCEPTANCE BY THE OWNER.

D. CONTRACTOR SHALL INSTALL ELECTRICAL SYSTEMS WITHOUT INTERFERENCE AND IN STRICT COORDINATION WITH OTHER TRADES.

E. MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE CONTRACT DOCUMENTS AND APPLICABLE CODES AND STANDARDS. IN CASE OF DIFFERENCE BETWEEN APPLICABLE CODES AND STANDARDS AND THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT/ENGINEER/OWNER IN WRITING OF SUCH DIFFERENCE. SHOULD THE CONTRACTOR PERFORM ANY WORK THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF APPLICABLE CODES AND STANDARDS, HE SHALL BEAR ALL COSTS ARISING IN CORRECTING SUCH DEFECTS. APPLICABLE CODES AND STANDARDS SHALL INCLUDE ALL ORDINANCES, UTILITY COMPANY REGULATIONS, AND APPLICABLE REQUIREMENTS OF NATIONALLY ACCEPTED CODES AND STANDARDS. SHOULD THE CONTRACTOR SUPPLY EQUIPMENT DIFFERING FROM THE SPECIFIED ITEMS IN THE CONTRACT DOCUMENTS WITHOUT NOTIFICATION TO THE ENGINEER/OWNER, HE SHALL BEAR ALL COSTS TO UPGRADE DEFICIENCIES ARISING FROM SUCH.

F. WHERE ONLY ONE MANUFACTURER'S NAME IS LISTED IN THE EQUIPMENT SPECIFICATION, OTHER MANUFACTURERS OF SIMILAR CHARACTERISTICS AND OF EQUAL OR BETTER PERFORMANCE CAPACITIES MAY BE CONSIDERED FOR "OR EQUAL" ACCEPTANCE BY THE ENGINEER/OWNER. SUBSTITUTION REQUESTS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL. WHERE MORE THAN ONE MANUFACTURER IS LISTED IN THE NOTES AND EQUIPMENT SPECIFICATIONS, ONLY THOSE NAMED MANUFACTURERS WILL BE CONSIDERED FOR ACCEPTANCE. SHOULD A SUBSTITUTION BE ACCEPTED, AND SHOULD THE SUBSTITUTE MATERIAL PROVE DEFECTIVE, OR OTHERWISE UNSATISFACTORY FOR THE SERVICE INTENDED WITHIN THE GUARANTEE PERIOD, THIS MATERIAL OR EQUIPMENT SHALL BE REPLACED WITH THE MATERIAL OR EQUIPMENT SPECIFIED AT NO COST TO THE OWNER.

G. PROVIDE ACCESS, INCLUDING NECESSARY ACCESS DOORS, FOR NEW AND EXISTING EQUIPMENT REQUIRING OPERATION AND/OR MAINTENANCE. RELOCATE EXISTING AND LOCATE ALL NEW EQUIPMENT SUCH THAT OPERATION OR MAINTENANCE IS NOT RESTRICTED.

H. INSTALL EQUIPMENT WITH WORKING CLEARANCES COMPLYING WITH CURRENT NATIONAL ELECTRICAL CODE (NEC) ADOPTED BY LOCAL CITY ORDINANCE.

II. PRODUCTS

A. SYSTEM DESCRIPTION

A.1. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.

A.2. COMPLY WITH UL 467 FOR GROUNDING AND BONDING MATERIALS AND EQUIPMENT.

A.3. COMPLY WITH TIA-607-B.

B. CONDUCTORS

B.1. COMPLY WITH UL 486A-486B.

B.2. INSULATED CONDUCTORS: STRANDED COPPER WIRE, GREEN OR GREEN WITH YELLOW STRIPE INSULATION, INSULATED FOR 600 V, AND COMPLYING WITH UL 83.

B.2.1. GROUND WIRE FOR CUSTOM-LENGTH EQUIPMENT GROUND JUMPERS SHALL BE NO. 6 AWG, 19-STRAND, UL-LISTED, TYPE THHN WIRE.

B.2.2. CABLE TRAY EQUIPMENT GROUNDING WIRE: NO. 6 AWG.

B.3. BARE COPPER CONDUCTORS:

B.3.1. SOLID CONDUCTORS: ASTM B 3.

B.3.2. STRANDED CONDUCTORS: ASTM B 8.

B.3.3. TINNED CONDUCTORS: ASTM B 33.

B.3.4. BONDING CABLE: 28 KCMILS, 14 STRANDS OF NO. 17 AWG CONDUCTOR, AND 1/4 INCHIN DIAMETER.

B.3.5. BONDING CONDUCTOR: NO. 4 OR NO. 6 AWG, STRANDED CONDUCTOR.

B.3.6. BONDING JUMPER: TINNED-COPPER TAPE, BRAIDED CONDUCTORS TERMINATED WITH TWO-HOLE COPPER FERRULES; 1-5/8 INCHES WIDE AND 1/16 INCH THICK.

C. CONNECTORS

C.1. IRREVERSIBLE CONNECTORS LISTED FOR THE PURPOSE. LISTED BY AN NRTL AS COMPLYING WITH NFPA 70 FOR SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS CONNECTED. COMPLY WITH UL 486A-486B.

C.2. COMPRESSION WIRE CONNECTORS: CRIMP-AND-COMPRESS CONNECTORS THAT BOND TO THE CONDUCTOR WHEN THE CONNECTOR IS COMPRESSED AROUND THE CONDUCTOR. COMPLY WITH UL 467.

C.2.1. ELECTROPLATED TINNED COPPER, C AND H SHAPED.

C.3. SIGNAL REFERENCE GRID CONNECTORS: COMBINATION OF COMPRESSION WIRE CONNECTORS, ACCESS FLOOR GROUNDING CLAMPS, BRONZE U-BOLT GROUNDING CLAMPS, AND COPPER SPLIT-BOLT CONNECTORS, DESIGNED FOR THE PURPOSE.

C.4. BUSBAR CONNECTORS: CAST SILICON BRONZE, SOLDERLESS COMPRESSION OR EXOTHERMIC-TYPE, MECHANICAL CONNECTOR; WITH A LONG BARREL AND TWO HOLES SPACED ON 5/8- OR 1-INCH CENTERS FOR A TWO-BOLT CONNECTION TO THE BUSBAR.

C.5. WELDED CONNECTORS: EXOTHERMIC-WELDING KITS OF TYPES RECOMMENDED BY KIT MANUFACTURER FOR MATERIALS BEING JOINED AND INSTALLATION CONDITIONS.

D. GROUNDING BUSBAR

D.1. RACK AND CABINET GROUNDING BUSBARS: RECTANGULAR BARS OF HARD-DRAWN SOLID COPPER, ACCEPTING CONDUCTORS RANGING FROM NO. 14 TO NO. 2/0 AWG, NRTL LISTED AS COMPLYING WITH UL 467, AND COMPLYING WITH TIA-607-B. PREDRILLING SHALL BE WITH HOLES FOR USE WITH LUGS SPECIFIED IN THIS SECTION.

D.1.1. CABINET-MOUNTED BUSBAR: TERMINAL BLOCK, WITH STAINLESS-STEEL OR COPPER-PLATED HARDWARE FOR ATTACHMENT TO THE CABINET.

E. GROUND RODS

E.1. GROUND RODS: COPPER-CLAD; 3/4 INCH BY 10 FEET IN DIAMETER.

F. IDENTIFICATION

F.1. COMPLY WITH REQUIREMENTS FOR IDENTIFICATION PRODUCTS IN SECTION 270553 "IDENTIFICATION FOR COMMUNICATIONS SYSTEMS."

G. OPTICAL-FIBER-CABLE PATHWAYS AND FITTINGS

G.1. DESCRIPTION: COMPLY WITH UL 2024; FLEXIBLE-TYPE PATHWAY WITH A CIRCULAR CROSS SECTION, APPROVED FOR PLENUM RISER OR GENERAL-USE INSTALLATION UNLESS OTHERWISE INDICATED.

G.2. LISTED AND LABELED AS DEFINED IN NFPA 70, BY AN NRTL, AND MARKED FOR INTENDED LOCATION AND APPLICATION.

G.3. COMPLY WITH TIA-569-D.

H. BOXES, ENCLOSURES, AND CABINETS

H.1. DESCRIPTION: ENCLOSURES FOR COMMUNICATIONS.

H.2. GENERAL REQUIREMENTS FOR BOXES, ENCLOSURES, AND CABINETS:

H.2.1. COMPLY WITH TIA-569-D.

H.2.2. BOXES, ENCLOSURES, AND CABINETS INSTALLED IN WET LOCATIONS SHALL BE LISTED AND LABELED AS DEFINED IN NFPA 70, BY AN NRTL, AND MARKED FOR USE IN WET LOCATIONS.

H.2.3. BOX EXTENSIONS USED TO ACCOMMODATE NEW BUILDING FINISHES SHALL BE OF SAME MATERIAL AS RECESSED BOX.

H.2.4. DEVICE BOX DIMENSIONS: 4 INCHES SQUARE BY 2-1/8 INCHES DEEP 60 MM DEEP.

H.2.5. GANGABLE BOXES ARE ALLOWED.

H.3. CABINETS:

H.3.1. NEMA 250, EXTERIOR TYPE 4X GALVANIZED-STEEL BOX WITH REMOVABLE INTERIOR PANEL AND REMOVABLE FRONT, FINISHED INSIDE AND OUT WITH MANUFACTURER'S STANDARD ENAMEL.

H.3.2. HINGED DOOR IN FRONT COVER WITH FLUSH LATCH AND CONCEALED HINGE.

H.3.3. KEY LATCH TO MATCH PANELBOARDS.

H.3.4. METAL BARRIERS TO SEPARATE WIRING OF DIFFERENT SYSTEMS AND VOLTAGE.

H.3.5. ACCESSORY FEET WHERE REQUIRED FOR FREESTANDING EQUIPMENT.

H.3.6. NONMETALLIC CABINETS SHALL BE LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.

H.3.7. REFER TO PLANS FOR ADDITIONAL REQUIREMENTS.

I. POLYMER-CONCRETE HANDHOLES

I.1. DESCRIPTION: MOLDED OF SAND AND AGGREGATE; BOUND TOGETHER WITH POLYMER RESIN; AND REINFORCED WITH STEEL, FIBERGLASS, OR A COMBINATION OF THE TWO.

I.2. GENERAL REQUIREMENTS FOR POLYMER CONCRETE HANDHOLES.

I.2.1. BOXES AND HANDHOLES FOR USE IN UNDERGROUND SYSTEMS SHALL BE LISTED AND LABELED AS DEFINED IN NFPA 70, BY AN NRTL, AND MARKED FOR INTENDED LOCATION AND APPLICATION.

I.2.2. BOXES INSTALLED IN WET AREAS SHALL BE LISTED AND LABELED AS DEFINED IN NFPA 70, BY AN NRTL, AND MARKED FOR INTENDED LOCATION AND APPLICATION.

I.2.3. COMPLY WITH TIA-569-D AND SCTE 77.

I.3. CONFIGURATION: DESIGNED FOR FLUSH BURIAL WITH OPEN BOTTOM UNLESS OTHERWISE INDICATED.

I.4. COVER: WEATHERPROOF, SECURED BY TAMPER-RESISTANT LOCKING DEVICES AND HAVING STRUCTURAL LOAD RATING CONSISTENT WITH ENCLOSURE AND HANDHOLE LOCATION.

I.4.1. COVER FINISH: NONSKID FINISH SHALL HAVE A MINIMUM COEFFICIENT OF FRICTION OF 0.50.

I.4.2. COVER LEGEND: MOLDED LETTERING, "COMMUNICATIONS".

I.5. CONDUIT ENTRANCE PROVISIONS: CONDUIT-TERMINATING FITTINGS SHALL MATE WITH ENTERING DUCTS FOR SECURE, FIXED INSTALLATION IN ENCLOSURE WALL.

I.6. HANDHOLES 12 INCHES WIDE BY 24 INCHES LONG AND LARGER: HAVE INSERTS FOR CABLE RACKS AND PULLING-IN IRONS INSTALLED BEFORE CONCRETE IS POURED.

J. SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

J.1. HANDHOLE AND PULL-BOX PROTOTYPE TEST: TEST PROTOTYPES OF HANDHOLES AND BOXES FOR COMPLIANCE WITH SCTE 77. STRENGTH TESTS SHALL BE FOR SPECIFIED TIER RATINGS OF PRODUCTS SUPPLIED.

J.1.1. TESTS OF MATERIALS SHALL BE PERFORMED BY AN INDEPENDENT TESTING AGENCY.

J.1.2. STRENGTH TESTS OF COMPLETE BOXES AND COVERS SHALL BE BY EITHER AN INDEPENDENT TESTING AGENCY OR MANUFACTURER. A QUALIFIED REGISTERED PROFESSIONAL ENGINEER SHALL CERTIFY TESTS BY MANUFACTURER.

J.1.3. TESTING MACHINE PRESSURE GAGES SHALL HAVE CURRENT CALIBRATION CERTIFICATION COMPLYING WITH ISO 9000 AND ISO 10012, AND TRACEABLE TO NIST STANDARDS.

K. FLEXIBLE NONMETALLIC DUCTS

K.1. HDPE DUCT: TYPE EPEC 40-HDPE COMPLYING WITH NEMA TC 7 AND UL 651A.

K.1.1. LISTED AND LABELED AS DEFINED IN NFPA 70, BY A NATIONALLY RECOGNIZED TESTING LABORATORY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.

K.1.2. COMPLY WITH TIA-569-C AND TIA-758-C.

L. SLEEVES

L.1. WALL SLEEVES:

L.1.1. STEEL PIPE SLEEVES: ASTM A 53/A 53M, TYPE E, GRADE B, SCHEDULE 40, ZINC COATED, PLAIN ENDS.

L.1.2. CAST-IRON PIPE SLEEVES: CAST OR FABRICATED "WALL PIPE," EQUIVALENT TO DUCTILE-IRON PRESSURE PIPE, WITH PLAIN ENDS AND INTEGRAL WATERSTOP UNLESS OTHERWISE INDICATED.

L.1.3. SLEEVES FOR CONDUITS PENETRATING NON-FIRE-RATED GYPSUM BOARD ASSEMBLIES: GALVANIZED-STEEL SHEET; 0.0239-INCH (0.6-MM) MINIMUM THICKNESS; ROUND TUBE CLOSED WITH WELDED LONGITUDINAL JOINT, WITH TABS FOR SCREW-FASTENING THE SLEEVE TO THE BOARD.

L.2. PVC-PIPE SLEEVES: ASTM D 1785, SCHEDULE 40.

L.3. MOLDED-PVC SLEEVES: WITH NAILING FLANGE FOR ATTACHING TO WOODEN FORMS.

L.4. MOLDED-PE OR -PP SLEEVES: REMOVABLE, TAPERED-CUP SHAPED, AND SMOOTH OUTER SURFACE WITH NAILING FLANGE FOR ATTACHING TO WOODEN FORMS.

M. SLEEVE-SEAL SYSTEMS

M.1. DESCRIPTION: MODULAR SEALING DEVICE, DESIGNED FOR FIELD ASSEMBLY, TO FILL ANNULAR SPACE BETWEEN SLEEVE AND PATHWAY OR CABLE.

M.1.1. SEALING ELEMENTS: EPDM RUBBER INTERLOCKING LINKS SHAPED TO FIT SURFACE OF PIPE. INCLUDE TYPE AND NUMBER REQUIRED FOR PIPE MATERIAL AND SIZE OF PIPE.

M.1.2. PRESSURE PLATES: CARBON STEEL OR STAINLESS STEEL.

M.1.3. CONNECTING BOLTS AND NUTS: CARBON STEEL, WITH CORROSION-RESISTANT COATING, STAINLESS STEEL OF LENGTH REQUIRED TO SECURE PRESSURE PLATES TO SEALING ELEMENTS.

N. SLEEVE-SEAL FITTINGS

N.1. DESCRIPTION: MANUFACTURED PLASTIC, SLEEVE-TYPE, WATERSTOP ASSEMBLY MADE FOR EMBEDDING IN CONCRETE SLAB OR WALL. UNIT SHALL HAVE PLASTIC OR RUBBER WATERSTOP COLLAR WITH CENTER OPENING TO MATCH PIPING OD.

O. SILICONE SEALANTS

O.1. SILICONE SEALANTS: SINGLE-COMPONENT, SILICONE-BASED, NEUTRAL-CURING ELASTOMERIC SEALANTS OF GRADE INDICATED BELOW.

O.1.1. GRADE: POURABLE (SELF-LEVELING) FORMULATION FOR OPENINGS IN FLOORS AND OTHER HORIZONTAL SURFACES THAT ARE NOT FIRE RATED.

O.2. SILICONE FOAMS: MULTICOMPONENT, SILICONE-BASED LIQUID ELASTOMERS THAT, WHEN MIXED, EXPAND AND CURE IN PLACE TO PRODUCE A FLEXIBLE, NONSHRINKING FOAM.

P. PERFORMANCE REQUIREMENTS

P.1. COMPLY WITH NFPA 70 AND TIA 606-B.

P.2. COMPLY WITH ANSI Z535.4 FOR SAFETY SIGNS AND LABELS.

P.3. ADHESIVE-ATTACHED LABELING MATERIALS, INCLUDING LABEL STOCKS, LAMINATING ADHESIVES, AND INKS USED BY LABEL PRINTERS, SHALL COMPLY WITH UL 969.

P.4. THERMAL MOVEMENTS: ALLOW FOR THERMAL MOVEMENTS FROM AMBIENT AND SURFACE TEMPERATURE CHANGES.

P.4.1. TEMPERATURE CHANGE: 120 DEG F (67 DEG C), AMBIENT; 180 DEG F (100 DEG C), MATERIAL SURFACES.

Q. COLOR AND LEGEND REQUIREMENTS

Q.1. EQUIPMENT IDENTIFICATION LABELS:

Q.1.1. BLACK LETTERS ON A WHITE FIELD.

R. LABELS

R.1. VINYL WRAPAROUND LABELS: PREPRINTED, FLEXIBLE LABELS LAMINATED WITH A CLEAR, WEATHER- AND CHEMICAL-RESISTANT COATING AND MATCHING WRAPAROUND CLEAR ADHESIVE TAPE FOR SECURING LABEL ENDS.

R.2. SELF-ADHESIVE WRAP AROUND LABELS.

R.2.1. SELF-LAMINATION: CLEAR; UV-, WEATHER- AND CHEMICAL-RESISTANT; SELF-LAMINATING PROTECTIVE SHIELDS OVER THE LEGEND. LABELS SIZED SUCH THAT THE CLEAR SHIELD OVERLAPS THE ENTIRE PRINTED LEGEND.

R.2.2. MARKER FOR LABELS: PERMANENT, WATERPROOF BLACK INK MARKER RECOMMENDED BY TAG MANUFACTURER.

R.2.3. MARKER FOR LABELS: MACHINE-PRINTED, PERMANENT, WATERPROOF BLACK INK RECOMMENDED BY PRINTER MANUFACTURER.

S. BANDS AND TUBES

S.1. SNAP-AROUND, COLOR-CODING BANDS: SLIT, PRETENSIONED, FLEXIBLE, SOLID-COLORED ACRYLIC SLEEVES, 2 INCHES (50 MM) LONG, WITH DIAMETERS SIZED TO SUIT DIAMETERS OF RACEWAY OR CABLE THEY IDENTIFY, THAT STAY IN PLACE BY GRIPPING ACTION.

T. UNDERGROUND-LINE WARNING TAPE

T.1. TAPE:

T.1.1. RECOMMENDED BY MANUFACTURER FOR THE METHOD OF INSTALLATION AND SUITABLE TO IDENTIFY AND LOCATE UNDERGROUND COMMUNICATIONS UTILITY LINES.

T.1.2. PRINTING ON TAPE SHALL BE PERMANENT AND SHALL NOT BE DAMAGED BY BURIAL OPERATIONS.

T.1.3. TAPE MATERIAL AND INK SHALL BE CHEMICALLY INERT AND NOT SUBJECT TO DEGRADATION WHEN EXPOSED TO ACIDS, ALKALIS, AND OTHER DESTRUCTIVE SUBSTANCES COMMONLY FOUND IN SOILS.

T.1.4. THE TAPE SHOULD HAVE MATERIALS CAPABLE OF BEING OR TRACEABLE.

T.2. COLOR AND PRINTING:

T.2.A. COMPLY WITH ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, AND ANSI Z535.4.

T.2.B. INSCRIPTIONS FOR ORANGE-COLORED TAPES: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL-FIBER CABLE"

U. MISCELLANEOUS IDENTIFICATION PRODUCTS

U.1. PAINT: COMPLY WITH REQUIREMENTS IN PAINTING SECTIONS FOR PAINT MATERIALS AND APPLICATION REQUIREMENTS. RETAIN PAINT SYSTEM APPLICABLE FOR SURFACE MATERIAL AND LOCATION (EXTERIOR OR INTERIOR).

U.2. FASTENERS FOR LABELS AND SIGNS: SELF-TAPPING, STAINLESS-STEEL SCREWS OR STAINLESS-STEEL MACHINE SCREWS WITH NUTS AND FLAT AND LOCK WASHERS.

III. EXECUTION

A. EXAMINATION

A.1. EXAMINE THE AC GROUNDING ELECTRODE SYSTEM AND EQUIPMENT GROUNDING FOR COMPLIANCE WITH REQUIREMENTS FOR MAXIMUM GROUND-RESISTANCE LEVEL AND OTHER CONDITIONS AFFECTING PERFORMANCE OF GROUNDING AND BONDING OF THE ELECTRICAL SYSTEM.

A.2. INSPECT THE TEST RESULTS OF THE AC GROUNDING SYSTEM MEASURED AT THE POINT OF BCT CONNECTION.

A.3. PREPARE WRITTEN REPORT, ENDORSED BY INSTALLER, LISTING CONDITIONS DETRIMENTAL TO PERFORMANCE OF THE WORK.

A.3.A. PROCEED WITH CONNECTION OF THE BCT ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

B. PREPARATION

B.1. COORDINATE ELEVATIONS OF DUCT AND DUCT-BANK ENTRANCES INTO HANDHOLES, AND BOXES WITH FINAL LOCATIONS AND PROFILES OF DUCT AND DUCT BANKS, AS DETERMINED BY COORDINATION WITH OTHER UTILITIES, UNDERGROUND OBSTRUCTIONS, AND SURFACE FEATURES. REVISE LOCATIONS AND ELEVATIONS AS REQUIRED TO SUIT FIELD CONDITIONS AND TO ENSURE THAT DUCT RUNS DRAIN TO MANHOLES AND HANDHOLES.

B.2. CLEAR AND GRUB VEGETATION TO BE REMOVED, AND PROTECT VEGETATION TO REMAIN.

B.3. SELF-ADHESIVE IDENTIFICATION PRODUCTS: BEFORE APPLYING COMMUNICATIONS IDENTIFICATION PRODUCTS, CLEAN SUBSTRATES OF SUBSTANCES THAT COULD IMPAIR BOND, USING MATERIALS AND METHODS RECOMMENDED BY MANUFACTURER OF IDENTIFICATION PRODUCT.

C. INSTALLATION

C.1. BONDING SHALL INCLUDE THE COMMUNICATIONS CABLE ENTRANCE, AND THE GROUNDING ELECTRODE SYSTEM. THE BONDING OF THESE ELEMENTS SHALL FORM A LOOP SO THAT EACH ELEMENT IS CONNECTED TO AT LEAST TWO OTHERS.

C.2. COMPLY WITH THE FOLLOWING STANDARDS FOR INSTALLATION REQUIREMENTS EXCEPT WHERE REQUIREMENTS ON DRAWINGS OR IN THIS SECTION ARE STRICTER:

C.2.A. NECA 1.

C.2.B. NECA/BICSI 568.

C.2.C. TIA-569-D.

C.2.D. TIA-607-B.

C.2.E. NECA 101

C.2.F. NECA 102.

C.2.G. NECA 105.

C.2.H. NECA 111.

C.3. COMPLY WITH NFPA 70 LIMITATIONS FOR TYPES OF PATHWAYS ALLOWED IN SPECIFIC OCCUPANCIES AND NUMBER OF FLOORS.

C.4. COMPLY WITH REQUIREMENTS IN SECTION 270544 "SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS PATHWAYS AND CABLING" FOR SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS.

C.5. KEEP PATHWAYS AT LEAST 6 INCHES AWAY FROM PARALLEL RUNS OF FLUES AND STEAM OR HOT-WATER PIPES. INSTALL HORIZONTAL PATHWAY RUNS ABOVE WATER AND STEAM PIPING.

C.6. COMPLETE PATHWAY INSTALLATION BEFORE STARTING CONDUCTOR INSTALLATION.

C.7. ARRANGE STUB-UPS SO CURVED PORTIONS OF BENDS ARE NOT VISIBLE ABOVE FINISHED SLAB.

C.8. INSTALL NO MORE THAN THE EQUIVALENT OF TWO 90-DEGREE BENDS IN ANY PATHWAY RUN. SUPPORT WITHIN 12 INCHES OF CHANGES IN DIRECTION. UTILIZE LONG RADIUS ELLS FOR ALL OPTICAL-FIBER CABLES.

C.9. SUPPORT CONDUIT WITHIN 12 INCHES OF ENCLOSURES TO WHICH ATTACHED.

C.10. INSTALL PATHWAYS SQUARE TO THE ENCLOSURE AND TERMINATE AT ENCLOSURES WITH LOCKNUTS. INSTALL LOCKNUTS HAND TIGHT PLUS ONE ADDITIONAL QUARTER-TURN.

C.11. DO NOT RELY ON LOCKNUTS TO PENETRATE NONCONDUCTIVE COATINGS ON ENCLOSURES. REMOVE COATINGS IN THE LOCKNUT AREA PRIOR TO ASSEMBLING CONDUIT TO ENCLOSURE, TO ASSURE A CONTINUOUS GROUND PATH.

C.12. CUT CONDUIT PERPENDICULAR TO THE LENGTH. FOR CONDUITS OF 2-INCH TRADE SIZE AND LARGER, USE ROLL CUTTER OR A GUIDE TO ENSURE CUT IS STRAIGHT AND PERPENDICULAR TO THE LENGTH.

C.13. INSTALL PULL WIRES IN EMPTY PATHWAYS. USE POLYPROPYLENE OR MONOFILAMENT PLASTIC LINE WITH NOT LESS THAN 200-LB (90-KG) TENSILE STRENGTH. LEAVE AT LEAST 12 INCHES OF SLACK AT EACH END OF PULL WIRE. SECURE PULL WIRE, SO IT CANNOT FALL INTO CONDUIT. CAP PATHWAYS DESIGNATED AS SPARE ALONGSIDE PATHWAYS IN USE.

C.14. VERIFY AND COORDINATE IDENTIFICATION NAMES, ABBREVIATIONS, COLORS, AND OTHER FEATURES WITH REQUIREMENTS IN OTHER SECTIONS REQUIRING IDENTIFICATION APPLICATIONS, DRAWINGS, SHOP DRAWINGS, MANUFACTURER'S WIRING DIAGRAMS, AND OPERATION AND MAINTENANCE MANUAL. USE CONSISTENT DESIGNATIONS THROUGHOUT PROJECT.

C.15. INSTALL IDENTIFYING DEVICES BEFORE INSTALLING ACOUSTICAL CEILINGS AND SIMILAR CONCEALMENT.

C.16. VERIFY IDENTITY OF EACH ITEM BEFORE INSTALLING IDENTIFICATION PRODUCTS.

C.17. COORDINATE IDENTIFICATION WITH PROJECT DRAWINGS, MANUFACTURER'S WIRING DIAGRAMS, AND OPERATION AND MAINTENANCE MANUAL.

C.18. APPLY IDENTIFICATION DEVICES TO SURFACES THAT REQUIRE FINISH AFTER COMPLETING FINISH WORK.

C.19. INSTALL SIGNS WITH APPROVED LEGEND TO FACILITATE PROPER IDENTIFICATION, OPERATION, AND MAINTENANCE OF COMMUNICATIONS SYSTEMS AND CONNECTED ITEMS.

C.20. ELEVATED COMPONENTS: INCREASE SIZES OF LABELS, SIGNS, AND LETTERS TO THOSE APPROPRIATE FOR VIEWING FROM THE FLOOR.

C.21. VINYL WRAPAROUND LABELS:

C.21.A. SECURE TIGHT TO SURFACE OF RACEWAY OR CABLE AT A LOCATION WITH HIGH VISIBILITY AND ACCESSIBILITY.

C.21.B. ATTACH LABELS THAT ARE NOT SELF-ADHESIVE TYPE WITH CLEAR VINYL TAPE, WITH ADHESIVE APPROPRIATE TO THE LOCATION AND SUBSTRATE.

C.21.C. PROVIDE LABEL 6 INCHES (150 MM) FROM CABLE END.

C.22. SNAP-AROUND LABELS:

C.22.A. SECURE TIGHT TO SURFACE AT A LOCATION WITH HIGH VISIBILITY AND ACCESSIBILITY.

C.22.B. PROVIDE LABEL 6 INCHES (150 MM) FROM CABLE END.

C.23. SELF-ADHESIVE WRAPAROUND LABELS:

C.23.A. SECURE TIGHT TO SURFACE AT A LOCATION WITH HIGH VISIBILITY AND ACCESSIBILITY.

C.23.B. PROVIDE LABEL 6 INCHES (150 MM) FROM CABLE END.

C.24. SELF-ADHESIVE LABELS:

C.24.A. ON EACH ITEM, INSTALL UNIQUE DESIGNATION LABEL THAT IS CONSISTENT WITH WIRING DIAGRAMS, SCHEDULES, AND OPERATION AND MAINTENANCE MANUAL.

C.24.B. UNLESS OTHERWISE INDICATED, PROVIDE A SINGLE LINE OF TEXT WITH 1/2-INCH- (13-MM-) HIGH LETTERS ON 1-1/2-INCH- (38-MM-) HIGH LABEL; WHERE TWO LINES OF TEXT ARE REQUIRED, USE LABELS 2 INCHES (50 MM) HIGH.

C.25. SNAP-AROUND, COLOR-CODING BANDS: SECURE TIGHT TO SURFACE AT A LOCATION WITH HIGH VISIBILITY AND ACCESSIBILITY.

C.26. UNDERGROUND-LINE WARNING TAPE:

C.26.A. DURING BACKFILLING OF TRENCHES, INSTALL CONTINUOUS UNDERGROUND-LINE WARNING TAPE DIRECTLY ABOVE CABLE OR RACEWAY AT 6 TO 8 INCHES (150 TO 200 MM) BELOW FINISHED GRADE. USE MULTIPLE TAPES WHERE WIDTH OF MULTIPLE LINES INSTALLED IN A COMMON TRENCH OR CONCRETE ENVELOPE EXCEEDS 16 INCHES (400 MM) OVERALL.

C.26.B. LIMIT USE OF UNDERGROUND-LINE WARNING TAPE TO DIRECT-BURIED CABLES.

C.26.C. INSTALL UNDERGROUND-LINE WARNING TAPE FOR DIRECT-BURIED CABLES AND CABLES IN RACEWAYS.

C.27. CABLE TIES: GENERAL PURPOSE, EXCEPT AS LISTED BELOW:

C.27.A. OUTDOORS: UV-STABILIZED NYLON.

C.27.B. IN SPACES HANDLING ENVIRONMENTAL AIR: PLENUM RATED.

D. INSTALLATION OF UNDERGROUND CONDUIT

D.1. DIRECT-BURIED CONDUIT:

D.1.A. EXCAVATE TRENCH BOTTOM TO PROVIDE FIRM AND UNIFORM SUPPORT FOR CONDUIT.

D.1.B. INSTALL BACKFILL.

D.1.C. AFTER INSTALLING CONDUIT, BACKFILL AND COMPACT. START AT TIE-IN POINT, AND WORK TOWARD END OF CONDUIT RUN, LEAVING CONDUIT AT END OF RUN FREE TO MOVE WITH EXPANSION AND CONTRACTION AS TEMPERATURE CHANGES DURING THIS PROCESS. FIRMLY HAND TAMP BACKFILL AROUND CONDUIT TO PROVIDE MAXIMUM SUPPORTING STRENGTH. AFTER PLACING CONTROLLED BACKFILL TO WITHIN 12 INCHES (300 MM) OF FINISHED GRADE, MAKE FINAL CONDUIT CONNECTION AT END OF RUN AND COMPLETE BACKFILLING WITH NORMAL COMPACTION.

D.1.D. UNDERGROUND WARNING TAPE: COMPLY WITH REQUIREMENTS IN SECTION 270553 "IDENTIFICATION FOR COMMUNICATIONS SYSTEMS."

D.1.E. INSTALL ORANGE COLORED, DETECTABLE (CONTAINING METALLIC TRACING TAPE AT 12-INCHES BELOW SURFACE WHERE COMMUNICATION CABLING IS ROUTED ON THE SITE.

E. INSTALLATION OF UNDEGROUND HANDHOLES AND BOXES

E.1. INSTALL HANDHOLES AND BOXES LEVEL AND PLUMB AND WITH ORIENTATION AND DEPTH COORDINATED WITH CONNECTING CONDUITS TO MINIMIZE BENDS AND DEFLECTIONS REQUIRED FOR PROPER ENTRANCES.

E.2. UNLESS OTHERWISE INDICATED, SUPPORT UNITS ON A LEVEL BED OF CRUSHED STONE OR GRAVEL, GRADED FROM 1/2-INCH (12.5-MM) SIEVE TO NO. 4 (4.75-MM) SIEVE AND COMPACTED TO SAME DENSITY AS ADJACENT UNDISTURBED EARTH.

E.3. ELEVATION: IN PAVED AREAS, SET SO COVER SURFACE WILL BE FLUSH WITH FINISHED GRADE. SET COVERS OF OTHER ENCLOSURES 1 INCH (25 MM) ABOVE FINISHED GRADE.

E.4. INSTALL HANDHOLES WITH BOTTOM BELOW FROST LINE, BELOW GRADE.

E.5. INSTALL REMOVABLE HARDWARE, INCLUDING PULLING EYES, CABLE STANCHIONS, CABLE ARMS, AND INSULATORS, AS REQUIRED FOR INSTALLATION AND SUPPORT OF CABLES AND CONDUCTORS AND AS INDICATED. SELECT ARM LENGTHS TO BE LONG ENOUGH TO PROVIDE SPARE SPACE FOR FUTURE CABLES, BUT SHORT ENOUGH TO PRESERVE ADEQUATE WORKING CLEARANCES IN ENCLOSURE.

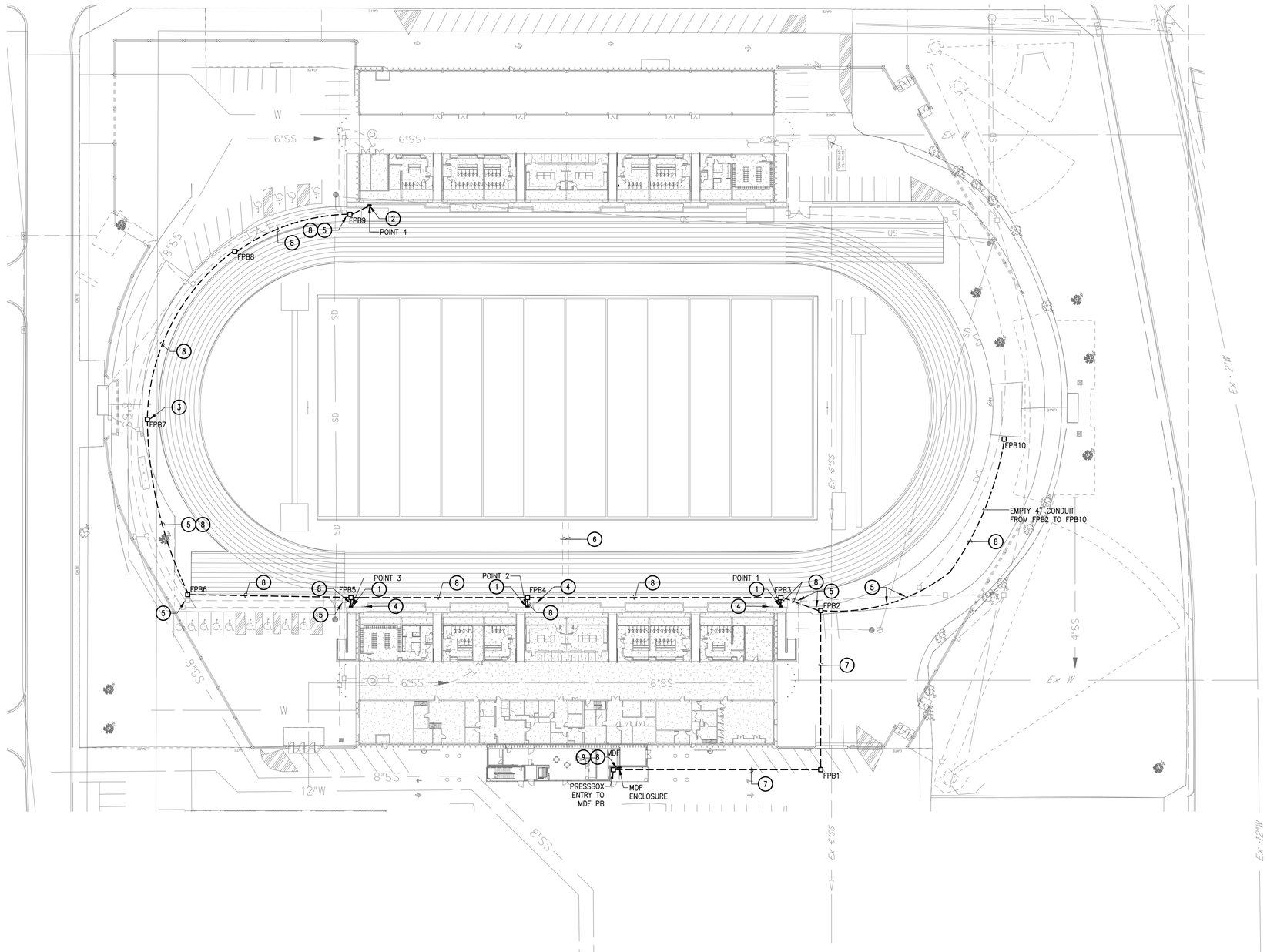
E.6. FIELD CUT OPENINGS FOR CONDUITS ACCORDING TO ENCLOSURE MANUFACTURER'S WRITTEN INSTRUCTIONS. CUT WALL OF ENCLOSURE WITH A TOOL DESIGNED FOR MATERIAL TO BE CUT. SIZE HOLES FOR TERMINATING FITTINGS TO BE USED, AND SEAL AROUND PENETRATIONS AFTER FITTINGS ARE INSTALLED

F. UNDERGROUND ENCLOSURE APPLICATION

F.1. HANDHOLES AND BOXES FOR COMMUNICATIONS:

F.1.A. REFER TO PLANS

F.1.B. UNITS IN ROADWAYS AND OTHER DELIBERATE TRAFFIC PATHS: PRECAST CONCRETE. AASHTO HB 17, H-20 STRUCTURAL LO



01 TELECOMMUNICATIONS FIBER OPTIC SITE PLAN

SCALE: 1" = 40'

GENERAL NOTES:

A. REFER TO SHEET T001 FOR TELECOMMUNICATIONS GENERAL NOTES AND LEGENDS.

B. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS, SITE SURVEY AND NEW WORK PROPOSED. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS. UNDERGROUND OR ABOVE GROUND UTILITIES, ELECTRICAL EQUIPMENT, CONDUIT, CONDUCTORS OR DEVICES NOT SHOWN THAT REQUIRE RELOCATION DUE TO NEW WORK SHALL BE DONE BY THE CONTRACTOR. ALL FINDINGS SHALL BE ADDED TO FINAL BID OR SHALL BE AT NO ADDITIONAL COST TO OWNER. RELOCATE ANY UTILITIES, CIRCUITS, EQUIPMENT OR DEVICES FOUND THAT ARE NOT ON PLANS BEFORE COMMENCING WORK AND REPORT THE DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.

KEY NOTES:

1. NEW NEMA 4X RE-BOX ENCLOSURE INSTALLED NEXT TO EXISTING ENCLOSURES. CONTRACTOR TO COORDINATE WITH OWNER FOR NEW HUBBELL NEMA 4X ENCLOSURE LOCATION AND HEIGHT. ENCLOSURE SHALL BE PROVIDED WITH HUBBELL GROUNDING KIT P/N REKGB. REFER TO DETAIL 01/T501 FOR GROUNDING.

2. NEW NEMA 4X RE-BOX ENCLOSURE. CONTRACTOR TO COORDINATE WITH OWNER FOR NEW HUBBELL NEMA 4X ENCLOSURE LOCATION AND HEIGHT. ENCLOSURE SHALL BE PROVIDED WITH HUBBELL GROUNDING KIT P/N REKGB. REFER TO DETAIL 01/T501 FOR GROUNDING.

3. SCOREBOARD PULL BOX (FPB7). NEW NEMA 4X RE-BOX ENCLOSURE SHALL BE INSTALLED ON THE SCOREBOARD. CONTRACTOR TO COORDINATE WITH OWNER FOR NEW HUBBELL NEMA 4X ENCLOSURE PLACEMENT, INSTALLATION, AND HEIGHT ON THE SCOREBOARD. CONTRACTOR SHALL INSTALL ONE 4" SCH 40 CONDUIT FROM FPB7 TO SCOREBOARD ENCLOSURE. ENCLOSURE SHALL BE PROVIDED WITH HUBBELL GROUNDING KIT P/N REKGB. REFER TO DETAIL 01/T501 FOR GROUNDING.

4. EXISTING COMMUNICATION ENCLOSURE BOX TO REMAIN.

5. EXISTING UNDERGROUND UTILITIES IN PATH OF PROPOSED FIBER RUN. FIELD VERIFY DEPTH AND LOCATION PRIOR TO COMMENCING WORK.

6. EXISTING 4" CONDUITS IN PATH OF PROPOSED FIBER RUN. FIELD VERIFY DEPTH AND LOCATION PRIOR TO COMMENCING WORK.

7. FURNISH AND INSTALL (1) 4" SCH 80 CONDUIT. CONTRACTOR SHALL BORE OR SAW CUT UNDER PAVEMENT, CONCRETE, WALKWAY. BORE SHALL BE THREE (3) FEET IN DEPTH. RESTORE AFFECTED AREA TO ITS' ORIGINAL STATE MATCHING EXISTING CONCRETE OR PAVEMENT.

8. FURNISH AND INSTALL (1) 4" SCH 40 CONDUIT. CONTRACTOR SHALL TRENCH OR BORE PROPOSED FIBER RUN. TRENCH OR BORE SHALL BE THREE (3) FEET IN DEPTH. RESTORE AFFECTED AREA TO ITS' ORIGINAL STATE.

9. NEW HUBBELL NEMA 4X RE-BOX ENCLOSURE (MDF ENCLOSURE) WITH HUBBELL GROUNDING KIT P/N REKGB. ENCLOSURE TO BE FURNISHED BY CONTRACTOR INSTALLED BY OTHERS. INSTALLER SHALL COORDINATE WITH OWNER FOR LOCATION AND HEIGHT. REFER TO DETAIL 01/T501 FOR GROUNDING.

LEGEND:

- PROPOSED FIBER OPTIC CABLE
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER
- SD — EXISTING STORM SEWER
- EXISTING COMMUNICATION CONDUIT
- EXISTING POWER CONDUIT

MCALLEN VETERANS MEMORIAL STADIUM
FIBER INSTALLATION FOR SCOREBOARD OPERATIONS AT NEW PRESS BOX
2001 N BICENTENNIAL BLVD, MCALLEN, TX 78501

MCALLEN INDEPENDENT SCHOOL DISTRICT

halff
5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7446
TEL. (956) 664-0286

Revision No.	Date	Description

STATE OF TEXAS
LIZBETH GUERRA
103534
LICENSED PROFESSIONAL ENGINEER
09/01/23

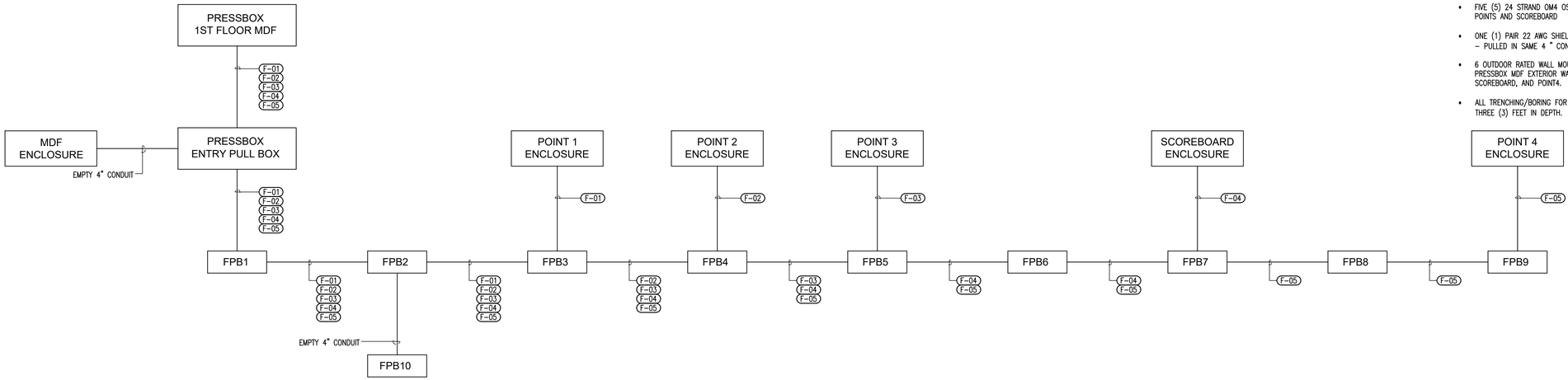
REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
Bicsi
Jose Delgado
Rcc. No. 260372
Expires 12-2023
09-01-2023

Project No.:	45830.035
Issued:	09/01/2023
Drawn By:	JC
Checked By:	LG/JD
Scale:	AS NOTED

Sheet Title
TELECOMMUNICATIONS FIBER OPTIC SITE PLAN

T100
Sheet Number

File Name: A:\45000s\45830\0.035\CT\CADD\SheetsMCA\T100-PL-45830.035.dwg
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NOTES:

- ONE 4" SCH 40 PVC CONDUIT LINKING THE PRESS BOX TO FOUR POINTS AND SCOREBOARD
- FIVE (5) 24 STRAND OM4 OSP ARMORED FIBER FROM MDF TO 4 POINTS AND SCOREBOARD
- ONE (1) PAIR 22 AWG SHIELDED FROM PRESSBOX TO SCOREBOARD – PULLED IN SAME 4 " CONDUIT AS FIBER
- 6 OUTDOOR RATED WALL MOUNT NEMA ENCLOSURES. ONE AT PRESSBOX MDF EXTERIOR WALL, POINT1, POINT2, POINT3, SCOREBOARD, AND POINT4.
- ALL TRENCHING/BORING FOR PROPOSED FIBER PATH SHALL BE THREE (3) FEET IN DEPTH.

01 TELECOMMUNICATIONS FIBER DIAGRAM
N.T.S.

PART LIST SCHEDULE

1	Rack Mount Fiber Enclosure	Panduit Opticom Rack Mount Fiber Enclosure, Black, 2 RU, 6 Ports	FRME2U
5	Rack Mount Fiber Enclosure	Panduit Opticom Rack Mount Fiber Enclosure, Black, 1 RU, 3 Ports	FRME1U
10	Patch Cord	Opti-Core 2 Fiber Patch Cord, OM4, LC Duplex, Riser	FZ2ERQ1Q1SNM003
10	Fiber Adaptor Panel	Opticom Fiber Adapter Panel, OM4, 6 LC Duplex	FAP6WAQDLCZ
240	LC Connectors	Fiber LC Splice on Connector, OM3, OM4, OM5	FLCS2
6	Nema 4X RE-BOX Enclosure	RE-BOX Vertical Mount Outdoor rated Enclosure	IR321PG
	22/1PR	22/1PR LOW Cap SHLD Plenum Yellow w/Red Stripe	
	Panduit 24 Strand Fiber	Panduit 24 Strand Fiber Cable, OM4, OSP, Armored	
6	Hubble Grounding Kit	Ground Kit for Wall Mount Cabinet	REKGB
10	Panduit Grounding Kit	Armored Fiber Grounding Kit	ACG24K

NOTES:
1. CONTRACTOR TO VERIFY QUANTITY OF OM4 FIBER OPTIC CABLES AND 22 AWG COPPER WITH SITE VISIT

1 PAIR COPPER 22 AWG SCHEDULE

MDF TO SCOREBOARD	1 PAIR 22 AWG	MDF – FPB1 – FPB2 – FPB3 – FPB4 – FPB5 – FPB6 – FPB7 – SCOREBOARD ENCLOSURE

HANDHOLE SCHEDULE

Entry PB	36"X36"X24" Handhole
FPB1	36"X36"X24" Handhole with steel lid
FPB2	36"X36"X24" Handhole with steel lid
FPB3	36"X36"X24" Handhole
FPB4	36"X36"X24" Handhole
FPB5	36"X36"X24" Handhole
FPB6	36"X36"X24" Handhole
FPB7	36"X36"X24" Handhole
FPB8	36"X36"X24" Handhole
FPB9	36"X36"X24" Handhole
FPB10	36"X36"X24" Handhole

CONDUIT SCHEDULE

MDF TO POINT 1	(1) 4" CONDUIT	MDF – FPB1 – FPB2 – FPB3 – POINT 1
FPB3 TO POINT 2	(1) 4" CONDUIT	FPB3 – FPB4 – POINT 2
FPB4 TO POINT 3	(1) 4" CONDUIT	FPB4 – FPB5 – POINT 3
FPB5 TO SCOREBOARD	(1) 4" CONDUIT	FPB5 – FPB6 – FPB7 – SCOREBOARD
FPB7 TO POINT 4	(1) 4" CONDUIT	FPB7 – FPB8 – FPB9 – POINT 4
FPB2 TO FPB10	(1) 4" CONDUIT	FPB2 – FPB10
ENTRY PULL BOX TO MDF ENCLOSURE	(1) 4" CONDUIT	ENTRY PULL BOX – MDF ENCLOSURE

FIBER OPTIC SCHEDULE

F-01	Panduit – 24 Strand OM4, OSP, Armored	MDF to Enclosure Point 1
F-02	Panduit – 24 Strand OM4, OSP, Armored	MDF to Enclosure Point 2
F-03	Panduit – 24 Strand OM4, OSP, Armored	MDF to Enclosure Point 3
F-04	Panduit – 24 Strand OM4, OSP, Armored	MDF to Scoreboard Enclosure
F-05	Panduit – 24 Strand OM4, OSP, Armored	MDF to Enclosure Point 4

MCALLEN VETERANS MEMORIAL STADIUM
FIBER INSTALLATION FOR SCOREBOARD OPERATIONS AT NEW PRESS BOX
2001 N BICENTENNIAL BLVD, MCALLEN, TX 78501

MCALLEN INDEPENDENT SCHOOL DISTRICT

halff
5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7446
TEL. (956) 664-0286

Revision No.	Date	Description

STATE OF TEXAS
LIZBETH GUERRA
103534
LICENSED PROFESSIONAL ENGINEER
07/01/23

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
Bicsi
Jose Delgado
Reg. No. 260372
Expires 12-31-23
09-01-2023

Project No.:	45830.035
Issued:	09/01/2023
Drawn By:	JC
Checked By:	LG/JD
Scale:	AS NOTED

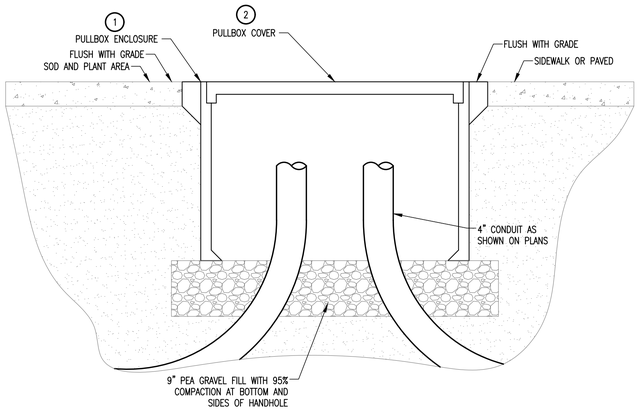
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TELECOMMUNICATIONS SCHEDULES

T201
Sheet Number

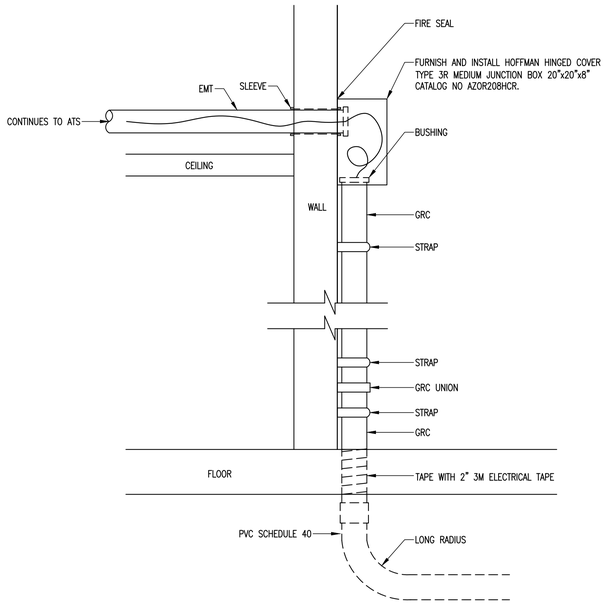
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KEY NOTES: ⓗ

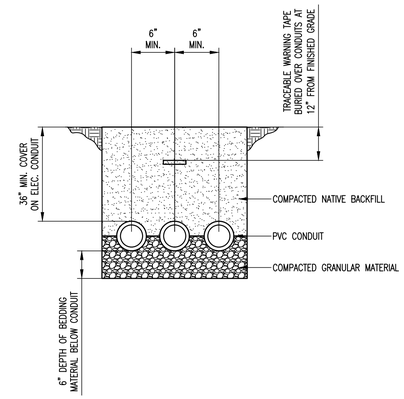
1. POLYMER CONCRETE HANDHOLE 36"X36"X24".
2. POLYMER CONCRETE TIER 22 BOX COVER.



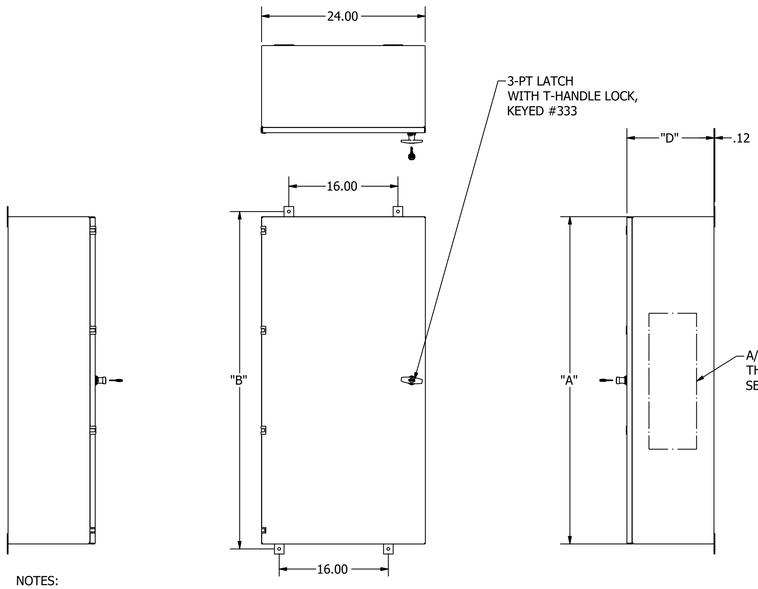
04 DATA-COM PULLBOX
N.T.S.



03 WALL PENETRATION DETAIL_NEMA3R
N.T.S.



02 TRACEABLE WARNING TAPE
N.T.S.

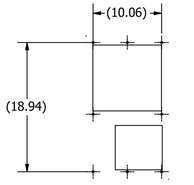


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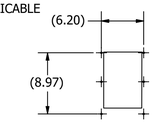
1. SURFACE FINISH: SEE TABLE

2. SHIPPED UNASSEMBLED INSIDE THE CABINET:
   - HUB MOUNTING BRACKETS
   - PATCH PANEL BRACKETS

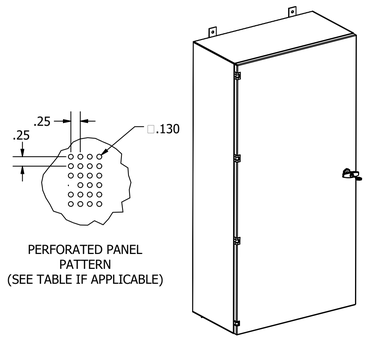
3. SPECIFICATIONS SUBJECT OT CHANGE WITHOUT NOTICE.



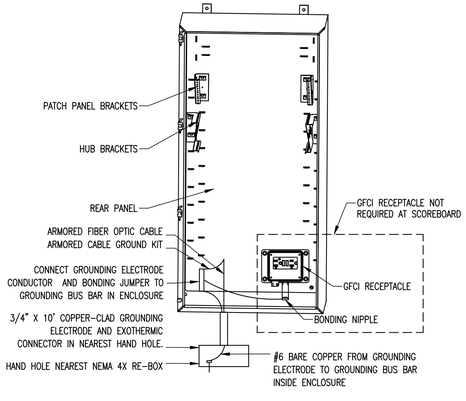
IRAC3 CUTOUT
(REFER TO TABLE),
ACCEPTS "IRAC 3" AIR CONDITIONER
(SOLD SEPARATELY)



IRAC1 CUTOUT
(REFER TO TABLE),
ACCEPTS "IRAC 1"
AIR CONDITIONER
(SOLD SEPARATELY)



PERFORATED PANEL
PATTERN
(SEE TABLE IF APPLICABLE)



01 NEMA 4X RE-BOX DETAIL
N.T.S.

MCALLEN VETERANS
MEMORIAL STADIUM
FIBER INSTALLATION FOR SCOREBOARD
OPERATIONS AT NEW PRESS BOX
2001 N BICENTENNIAL BLVD, MCALLEN, TX 78501

MCALLEN INDEPENDENT SCHOOL DISTRICT

halff
5000 WEST MILITARY HWY., SUITE 100
MCALLEN, TEXAS 78503-7446
TEL (956) 664-0286

Revision No.	Date	Description

STATE OF TEXAS
LIZBETH GUERRA
103534
LICENSED PROFESSIONAL ENGINEER
09/01/23

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
BICSI
Jose Delgado
Reg. No. 260372
EXPIRES 12-31-23
09-01-2023

Project No.:	45830.035
Issued:	09/01/2023
Drawn By:	JC
Checked By:	LG/JD
Scale:	AS NOTED

Sheet Title

TELECOMMUNICATIONS DETAILS

T501

Sheet Number

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2024-331 Archaeological Fieldwork with University of Texas Rio Grande Valley

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On February 13, 2023, the Board awarded and approved the Sale of Real Property James Bonham Elementary School and Resolution to the Boys & Girls Club of McAllen ("BGCM"). Thereafter, on April 12, 2023, the Real Estate Sales Contract No. 2023-170 with the BGCM was executed.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The agreement will allow the District to partner with the University of Texas Rio Grande Valley to conduct an archaeological dig in accordance with Federal law prior to the sale of real estate.

LEGAL REVIEW:

The agreement is pending legal review.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through the General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2024-331 Archaeological Fieldwork with University of Texas Rio Grande Valley.

Attachment: ☑

SUBMITTED BY: Laura Williams
Laura Williams (Mar 7, 2024 15:59 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Ms. Laura Williams, Director of Purchasing Services
Office: 956-657-4480
email: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 7, 2024 16:48 CST)

Superintendent of Schools

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1009 E-Rate Year 2024 - School Bus WiFi

REFERENCE: Goal 1: Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment; Strategy 6: Future-Ready Students; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District filed Federal Communications Form ("FCC") Form 470 with the Universal Service Administrative Company's ("USAC") E-Rate Productivity Center ("EPC") for Category 1 services and equipment.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Ninety-nine (99) vendors were invited to submit proposals, and four (4) vendors responded. The evaluation committee comprised of Iris Luna, Chief Financial Officer; Judith Escamilla, Executive Director of Technology; Domingo Ramos, Assistant Director of Technology; Isaac Rodriguez, Network Coordinator; Eduardo Barnhart, Director of Transportation; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Carol Quintanilla, Senior Buyer, evaluated the proposals, and is recommending Kajeet, Inc. the highest ranked vendor, in the amount of $104,090.00 for equipment and installation and $70,434.00 for unlimited data plan recurring costs. To qualify for funding through E-Rate, the District must submit all required documents to USAC by March 27, 2024.

LEGAL REVIEW:

The contract will be reviewed by legal counsel prior to execution with the Superintendent.

BUDGETARY CONSIDERATIONS:

Form 471 will be submitted for approval of E-Rate funding.

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees:

a) approve the ranking of Request for Proposals No. 2024-1009 E-Rate Year 2024 - School Bus WiFi, for a term of three (3) years with the option to extend for two (2) additional one (1) year terms;

b) approve that Administration begin negotiations with the highest ranked firm. If the District is unable to negotiate a satisfactory contract with the selected firm, the District shall, formally and in writing, end negotiations with that firm and proceed to the next firm in the order of the selection ranking until a contract is reached or all submittals are rejected;

c) authorize the Superintendent to execute a contract and related contract documents, once contract negotiations have been successfully achieved.

Attachment: ☑

SUBMITTED BY: Judith Escamilla
Judith Escamilla (Mar 8, 2024 14:03 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Judith Escamilla, Executive Director of Technology
Office: (956) 661-4444
eMail: judith.escamilla@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 8, 2024 14:09 CST)

Superintendent of Schools Mar 8, 2024

Attachment A - Evaluation Matrix
RFP 2024-1009 E-Rate Year 2024 - School Bus WiFi

No.	Criteria	Max. Pts. 100	Kajeet, Inc.	CDW Government LLC	SHI International (SHI)	GTS Technology Solutions Inc
	Total Points	**100**	**95**	**77**	**75**	**70**
	Ranking		**1**	**2**	**3**	**4**
1	**Price** *(Eligible Products/Services)*	**60**	**60**	**40.55**	**38.29**	**34.27**
	Equipment and Installation Cost and First Year Monthly Recurring (70 Buses)		**$104,090.00**	**$154,000.00**	**$163,086.70**	**$182,246.40**
	Equipment Cost		$69,930.00	$119,350.00	$126,383.60	$133,270.90
	Installation Cost		$24,430.00	$34,650.00	$36,703.10	$48,975.50
	unsolicited items		*Installation kit* $9,730.00			
2	**Reputation of the vendor and of the vendor's goods or services;**	**6**	**3**	**3**	**3**	**6**
	Reference Forms (3)/Reference Info (3)		*Forms not submitted (submitted Reference information on Questionnaire)*	*Forms not submitted (submitted Reference information on Questionnaire)*	*Forms not submitted (submitted Reference information on Questionnaire)*	*3 forms submitted (4-Excellent; 2-Good); also submitted Reference Information on Questionnaire)*
3	**The quality of the vendor's goods or services**	**15**	**15**	**15**	**15**	**15**
	Proposed Equipment meets District's needs		*Yes*	*Yes*	*Yes*	*Yes*
4	**The extent to which the goods or services meet District's needs**	**10**	**10**	**10**	**10**	**10**
	Warranty Equipment (min. 3 years) / Service Functionality (Min. 3 years)	*10*	*10*	*10*	*10*	*10*
			Equipment & Service: 3 Years	*Equipment & Service: 3 Year Extended Service Warranty*	*Equipment & Service: 3 Years Warranty All Included - Fully Covered on Service & Eq*	*Equipment & Service: 3 Years*
5	**Past Relationship with District**	**1**	**0**	**1**	**1**	**0**
	Yes = 1; No = 0		*No*	*Yes*	*Yes*	*No*
6	**HUB**	**1**	**0**	**0**	**1**	**0**
	Yes = 1; No. = 0		*No*	*No*	*Yes*	*No*
7	**Total long-term cost to the district to acquire the vendor's goods or services;**	**6**	**5.90**	**6.00**	**5.66**	**3.78**
	Unlimited Data Plan Recurring Cost 3-Years	**6**	$70,434.00	$69,300.00	$73,407.60	$110,040.00
8	**Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state**	**0**	**0**	**0**	**0**	**0**
9	**Any other relevant factor specifically listed in the request for bids or proposals.**	**1**	**1**	**1**	**1**	**1**
	Cost for Ineligible Products/Services		*None*	*None*	*None*	*None*

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1019 E-Rate Year 2024 - Purchase of Rack Mountable Uninterruptible Power Supply

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On January 31, 2024, the McAllen Independent School District filed Federal Communications Form ("FCC") Form 470 with the Universal Service Administrative Company's ("USAC") E-Rate Productivity Center ("EPC") for Category 2 equipment.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

One hundred fifty-seven (157) vendors were invited to submit proposals, and six (6) vendors responded, including one non-responsive. The evaluation committee comprised of Iris Luna, Chief Financial Officer; Judith Escamilla, Executive Director of Technology; Domingo Ramos, Assistant Director of Technology; Isaac Rodriguez, Network Coordinator; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Carol Quintanilla, Senior Buyer, evaluated the proposals, and is recommending Netsync Network Solutions, the highest ranked vendor, in the amount of $240,840.00. To qualify for funding through E-Rate, the District must submit all required documents to USAC by March 27, 2024.

LEGAL REVIEW:

Not applicable.

BUDGETARY CONSIDERATIONS:

Form 471 will be submitted for approval of E-Rate funding.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1019 E-Rate Year 2024 - Purchase of Rack Mountable Uninterruptible Power Supply, and award Netsync Network Solutions in the amount of $240,840.00.

Attachment: ☑

SUBMITTED BY: Judith Escamilla
Judith Escamilla (Mar 8, 2024 13:32 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Judith Escamilla, Executive Director of Technology
Office: (956) 661-4444
eMail: judith.escamilla@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 8, 2024 13:53 CST)

Superintendent of Schools Mar 8, 2024

No.	Criteria	Max. Pts. 100	POWER SYSTEMS ENGINEERING (DANIEL NEWMAN)	DOF Creations (DOF Creations LLC)	ORE Power LLC (Alternate)	ORE Power LLC	Netsync Network Solutions	Insight Public Sector Inc.
	Total Points	**100**	**71**	**72**	**75**	**68**	**80**	**56**
	Ranking		**4**	**3**	**2**	**5**	**1**	**6**
1	**Price**	**60**	**60**	**59**	**62**	**55**	**41**	**17**
	Eligible Items		$179,700.00	$181,707.00	$171,750.00	$202,950.00	$240,840.00	$430,434.00
2	**Reputation of the vendor and of the vendor's goods or services;**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	N/A							
3	**The quality of the vendor's goods or services**	**25**	**0**	**0**	**0**	**0**	**25**	**25**
	Meets required specifications	25	Product submitted without Network Interface Card. Unable to monitor UPS system without network card. Xtreme does not include shipping cost and technical support.	Runtime for batteries does not meet minimum requirements (Orion 4 minutes / Eaton = 8 minutes	Older 10/100 Network interface card (does not meet specs). Does not include shipping cost and technical support.	Product submitted without Network Interface Card; Battery runtime does not meet minimum specifications. Xtreme does not include shipping cost and technical support.	Product submitted meets all requirements	Product submitted meets all requirements
4	**The extent to which the goods or services meet District's needs**	**12**	**10**	**12**	**12**	**12**	**12**	**12**
	Product Delivery and Turn-Around Time (not to exceed 90 days ARO)	4	4	4	4	4	4	4
	less than or equal to 90 days = 4 points; more than 90 days = 0		*35 days or less*	*90 days*	*4-6 weeks*	*4-6 weeks*	*within 90 days ARO*	*90 days*
	Warranty (minimum warranty of 3 years)	4	2	4	4	4	4	4
	3+ years = 4 points; less than 3 years = 0 points		*Mfr. 3-year UPS & Battery (not equal to specified total warranty.*	*37 months*	*3 years*	*3 years*	*Eaton warrants this product if used in accordance with all applicable instructions, to be free from original defects in material and workmanship for three (3) years from the date of initial purchase. If the product should prove defective in material or workmanship within that period, Eaton will, subject to the foregoing terms and limitations, replace the product, in its sole discretion, as your exclusive remedy for Eaton's breach of its limited warranty.*	*Mfr. 3 year*
	Onsite response within 2 hours	4	4	4	4	4	4	4
	less than or equal to 2 hours = 4 points; more than 2 hours = 0		*2 hours or less*	*Advanced Replacement/No Hassle Warranty. We are providing an onsite spare to cover immediate replacement of unit as 2-hour response time coverage. The onsite spare will be RMA'd at the end of the 37-month warranty period.*	*2 hours*	*2 hours*	*Response time is within 2 hours as requested.*	*2 hours with EcoCare*
5	**Past Relationship with District**	**1**	**0**	**0**	**0**	**0**	**1**	**1**
	Yes = 1; No = 0		*No*	*No*	*No*	*No*	*Yes*	*Yes*
6	**HUB**	**1**	**0**	**0**	**0**	**0**	**0**	**0**
	Yes = 1; No = 0		*No*	*No*	*No*	*No*	*No*	*No*
7	**Total long-term cost to the district to acquire the vendor's goods or services;**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	N/A							
8	**Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	N/A							
9	**Any other relevant factor specifically listed in the request for bids or proposals.**	**1**	**1**	371 **1**	**1**	**1**	**1**	**1**
	Cost for Ineligible Products	1	*No bid*	*No bid*	*No bid*	*No bid*	*No bid*	*No bid*

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Third Amendment to Agreement No. 2021-224 Foremost Telecommunications Corporation through Request for Proposal 2021-1004

REFERENCE: Goal 3: Facility Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On March 8, 2021, Foremost Telecommunications Corporation ("FTC") was awarded for Option 2 - two pairs of Leased Dark Fiber for 10G for 120 months. The option allowed the District control over the speed of the fiber connecting to campuses, with the ability to have speeds up to 100G, and created a resilient network for best uptime.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District and FTC executed the agreement on March 22, 2021. An amendment to the agreement has been requested by the District to ESC to add services to an additional location.

LEGAL REVIEW:

The Amendment has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for this service are available through the General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Third Amendment to Agreement No. 2021-224 Foremost Telecommunication Corporation through Request for Proposal 2021-1004 through June 30, 2032.

Attachment: ☑

SUBMITTED BY: Judith Escamilla
Judith Escamilla (Mar 8, 2024 15:15 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Judith Escamilla, Executive Director of Technology
Office: (956) 632-3238
eMail: Judith.Escamilla@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 8, 2024 15:18 CST)

Superintendent of Schools Mar 8, 2024

THIRD AMENDMENT TO

CONTRACT NO. 2021-224 Foremost Telecommunications Corporations through Request for Proposal 2021-1004

This Third Amendment to Contract No. 2021-224 (the "Contract") effective this 1st day of April 2024 by and between McAllen Independent School District ("District") and Foremost Telecommunications Corporation, a Texas Corporation ("Contractor") as follows:

WHEREAS, the District entered into Contract No. 2021-224 dated March 22, 2021; and

WHEREAS, the First Amendment to the Contract No. 2021-224 was executed on March 26, 2021 (the "First Amendment"); and

WHEREAS, the Second Amendment to the Contract No. 2021-224 was executed on June 22, 2022 (the "Second Amendment"); and

WHEREAS, the District and Contractor desire to amend the Contract.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor hereby agree to the following amendment to the Contract.

1. Service Order Number #024968-02 for Service Location "MCALLEN ISD UTRGV COLLEGIATE ACADEMY" located at 801 East Lakeway Dr., McAllen, TX 78501, attached herein, is incorporated into Exhibit "B" effective the date of execution of this amendment.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of _____.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Debbie Crane-Aliseda, Board President

FOREMOST TELECOMMUNICATIONS CORPORATION

By: _____
Lawrence F. Halcomb, Director

Approved as to form:

by: JOHNATHAN BALL (Mar 8, 2024 15:04 CST)
Johnathan Ball, Staff Attorney

Service Order Number 024968-02

SERVICE ORDER

This *Service Order* memorializes the agreement between McAllen ISD UTRGV Collegiate Academy (hereinafter referred to as the "Customer"), and Foremost Telecommunications (hereinafter referred to as "Foremost"), whereby Foremost will provide voice and/or data services in exchange for fees over the course of a definite term, all of which shall be governed by the *Master Services Agreement* signed by the parties and designated as MSA Number 011164-02, and all of which is more particularly described as follows:

Service Location: McAllen ISD UTRGV Collegiate Academy
801 E. Lakeview Dr.
McAllen, TX 78501

- [x] New Service
- [ ] Renew Service
- [ ] Convert Service
- [ ] Upgrade Service

Term:____Months

- [ ] Month to Month

Voice Services

	Service	Quantity	Unit Cost	MRC	NRC
☐	Analog Line				
☐	PRI				
☐	DID				
☐	SIP Trunking				
☐	Long Distance Plan (48 Continguous States)				
☐	Toll-Free Number				
☐					

Data Services

	Service	Quantity	Unit Cost	MRC	NRC
☐	Dedicated Internet Access				
☐	IP Address				
☑	Dark Fiber Lease Strand	4	$48.50	$194.00	$0.00

Customer Equipment

	Equipment	Quantity	Unit Cost	MRC	NRC
☐					
☐					

Nonstandard Voice Features

	Feature	Quantity	Unit Cost	MRC	NRC
☐	Caller ID Name				
☐					
☐					

Additional Terms: _____

TOTALS:	$194.00	$0.00

Voice Services Details

Foremost voice services include standard features Call Forwarding, Remote Call Forwarding, Caller ID Number, Speed Calling, and Three-Way Calling. Call Waiting is also offered upon request at no charge.

Existing Lines to Convert

Line 1:	Line 7:	Line 13:
Line 2:	Line 8:	Line 14:
Line 3:	Line 9:	Line 15:
Line 4:	Line 10:	Line 16:
Line 5:	Line 11:	Line 17:
Line 6:	Line 12:	Line 18:

Lines in Hunt

Number of Lines in Hunt Group:

Hunting Type Preference:
Hunting Types: R=Regular Series Completion C=Circular U=Uniform Call Distribution

Line 1:	Line 7:	Line 13:
Line 2:	Line 8:	Line 14:
Line 3:	Line 9:	Line 15:
Line 4:	Line 10:	Line 16:
Line 5:	Line 11:	Line 17:
Line 6:	Line 12:	Line 18:

PRI, SIP Trunking, and DID Information

Quantity of Telephone Numbers Required:

Required Digits (*four digits is standard*):

PBX Manufacturer:

PBX Model:

Call Forwarding Options

Call Forwarding - Busy Line:

Call Forward To: For Lines:

Call Forwarding - Don't Answer:

Call Forward To: For Lines: After Number of Rings:

Call Forwarding - Busy Line/Don't Answer:

Call Forward To: For Lines: After Number of Rings:

Remote Access to Call Forwarding:

For Lines:

*** Additional configuration information may be submitted on a separate attachment to this *Service Order*.

Long Distance Information (*rates below only apply to long distance calls within the 48 contiguous United States*)

Interstate Long Distance Rate: cents per minute Intrastate Long Distance Rate: cents per minute

☐ Allow Calls Outside the 48 Contiguous United States (*requires signed authorization*)

☐ Alternate Long Distance Provider (*requires signed authorization*) Long Distance Carrier Identification Code:

Toll-Free Number Service

Toll-Free Number	Terminates To	Origination

Listing Information (*White Pages and Directory Assistance only*)

Name to be Listed:

Address to be Listed:

Telephone Number to be Listed:

Name to Appear on Caller ID (*limit 15 characters*):

☐ Maintain Existing Listing

☐ Publish New Listing

☐ Not Published

Additional Terms: Services will commence on April 1, 2024-June 30, 2024 for the Prorated Services.

Any changes with the commencement date will be provided to the Department of Technology with the Prorate.

Term of proration to match BEN 17034876 for UTRGV McAllen ISD Collegiate Academy.

Subsequent Recurring services will be billed from July 1st - June 30th, 2032 per Dark Fiber WAN CONTRACT NO. 2021-224.

Pricing assumes Postal Rate Construction (as provided for as part of the Dark Fiber WAN CONTRACT NO. 2021-224

in the amount of $5,908.50), as well as a $5000 installation fee, is funded by a separate mechanism.

Foremost Telecommunications:

Signature of Authorized Representative

Printed Name

Title

Date

Customer:

Signature of Authorized Representative

Printed Name

Title

Date

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action to Approve Board of Education Meeting Minutes

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the official record for Board Action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The Administration asks that the Board of Education consider approval of the attached minutes.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:
That the Board approve the minutes of the following meeting(s):

Special Board Meeting March 4, 2024 4:00 PM
Special Board Meeting March 4, 2024 5:00 PM

Attachment: ☑

SUBMITTED BY: Natalia Goza

SUPERVISOR: Debbie C Aliseda (Mar 7, 2024 16:26 CST)

For further information contact:
Name: Natalia Goza
Office: 956 618-6094
Email: natalie.goza@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Mar 7, 2024 16:29 CST)

Interim Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Election of Region One Education Service Center Board of Directors

REFERENCE: School Board of Education Regulations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
According to State Board of Education Regulations, school trustees must elect the board of directors of Regional Education Service Centers. Each school trustee in the Region receives one vote per vacancy on the board. Seven official ballots have been provided by Region One ESC. Deadline to submit official ballots is Friday, April 5, 2024.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The candidate(s) appear on the official ballot as follows:

- Hidalgo County
  Place 4: Sonia A. Falcon
  Homero Garcia

- Brooks County and Willacy County
  Place 7: Raul R. Chapa
  Nora De la Paz-Ruiz

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:
That the individual board members cast ballots provided by Region One Education Service Center.

SUBMITTED BY: Natalia Goza

SUPERVISOR: Debbie C Aliseda (Feb 28, 2024 14:50 CST)

For further information contact:
Name: Natalia Goza
Office: 956.618.6094
eMail: natalie.goza@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Feb 28, 2024 15:29 CST)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2023-2024

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW:

Not Applicable

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2023-2024.

Attachment: ☐

SUBMITTED BY: Olga Mendez
Olga Mendez (Mar 6, 2024 11:47 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Olga Mendez, Director of Human Resources
Office: (956) 618-6005
Email: olga.mendez2@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Mar 6, 2024 14:02 CST)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 18, 2024

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW:

Not Applicable

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2023-2024.

Attachment: ☐

SUBMITTED BY: Olga Mendez
Olga Mendez (Mar 6, 2024 11:50 CST)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Olga Mendez, Director of Human Resources
Office: (956) 618-6005
Email: olga.mendez2@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Mar 6, 2024 14:01 CST)

Superintendent of Schools