October 27, 2026
Regular Meeting
Dr. Jim Vaszauskas Center for the Performing Arts
1110 W. Debbie Lane
Mansfield, TX 76063
6:00 PM

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1. **Call to Order**
2. **Roll Call**
3. **Meeting Opening**
    1. Prayer
    2. Pledges
        1. Presentation of Colors by the Lake Ridge High School JROTC
    3. Board Norms
4. **District Recognition**
    1. School Board Superstar Awards- Robyn Harris 4
    2. National Merit Semifinalists- Dr. LeighAnn Tamplen 6
    3. CTE District of Distinction- Fernando Benavides 7
    4. Yale Educator Award- Katrina Mabry-Smith 8
    5. Helen Keller Award Presented by The Site Restoration Foundation and The Lions Club- Robyn Harris 9
    6. National Principals Month- Fernando Benavides 10
5. **District Introductions**
    1. HR Introductions 11
6. **Public Comments**
    1. The correct procedure for addressing the Board during Public Comments is as follows: Each speaker should address the Board from the podium microphone and state his or her name before speaking. All speakers will be limited to three minutes to make comments regarding items on the agenda, unless modified by the Board president based on Board Policy BED (LOCAL). Copies of presentations should be made available to all trustees and the Superintendent. Board policy prohibits the discussion of complaints against district employees during an open forum.
7. **Closed Session**
    1. Adjourn to closed session pursuant to Texas Government Code Section 551.074, Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including conduct involving a former employee, 551.071, Consultation with the Board's attorney; legal consultation regarding process for change of election systems to single member districts; 551.072, real property; and 551.076 to conduct deliberations regarding security devices or security audits.
8. **Reconvene**

1. Reconvene to Public
9. **Instructional Focus**
    1. BOY Assessment Update- Wendy Simpson 12
10. **Public Hearing** 22
11. **Presentation**
    1. Enrollment and Facility Capacity Update- Monica Irvin and Rita Denton 40
    2. Presentation Regarding Draft Map Proposing a Plan of Five Single-Member Districts and Two At-Large Positions for MISD Trustee Elections 54
12. **Human Resources Report**
    1. New Hires for Board Approval 96
13. **Business Items Requiring Board Action**
    1. Consideration and Approval of Class Size Waivers 98
    2. Consideration and Approval of Action of Teacher Contract Abandonments 99
14. **Consent Agenda**
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    2. Approval of Meeting Minutes from the September 28, 2026 Regular Board Meeting 107
    3. Approval of Meeting Minutes from the October 1, 2026 Called Board Meeting 111
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    5. Consideration and Approval of 2026-2027 T-TESS Appraisers 115
    6. Consideration and Approval of Proposed Bid Proposals 117
    7. Consideration and Approval of Budget Amendments 119
    8. Consideration and Approval of Resolution #27-08 for the 2026 Tax Roll 124
    9. Consideration and Approval of Personal Services Contract in Compliance with HB 3372 128
    10. Consideration and Approval of October Book Order 157
    11. Consideration and Approval of 2024 Bond Program Final GMP Package P14 Transportation Construction and Renovations 217
    12. Consideration and Approval of Resolution #27-09 for HB 3 Compliance 447
    13. Consideration and Approval of School Health Advisory Council (SHAC) Members 449
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    2. Disbursement Reports 457
    3. Financial Reports 493
    4. Investment Reports 505
    5. Property Tax Collection Report 510
    6. EC Accountability 512
    7. Enrollment Report 542
    8. Attendance Percentage Report 544
    9. State Intruder Detection Audits 548
    10. Approved Student Trips 550
    11. Facility Rental Revenue Report 560
    12. Open-Ended Bid Report 562
    13. Resignations 564
    14. Resignation Reasons 566
    15. Superintendent New Hires 567
    16. 2024 Bond Program Report 574
    17. Board Committee Reports 596
    18. Board Member Reports
16. **Adjourn**

1. Adjourn

_____
Dr. Tiffanie Spencer
Superintendent of Schools
Posted on _____ at _____
(Date) (Time)

Board of School Trustees
Mansfield Independent School District

TITLE: School Board Superstar Awards DATE: Tuesday, October 27, 2026

Consent

BACKGROUND:

During the school year, elementary school students are selected to receive the School Board Superstar Award for outstanding citizenship. This month's students will be called forward and receive a trophy for their great character.

School Board Superstar Award
October 27, 2026

Each month during the school year, students from our elementary schools are selected to receive the School Board's Superstar Award for outstanding citizenship.

These young students have been chosen from their campus based on the virtues of outstanding character, citizenship, fairness, honesty, kindness, respect, responsibility and trustworthiness.

Alicia Hobbs – Judy K. Miller Elementary

Damian Guia – Nancy Neal Elementary

Elise Villa – Brenda Norwood Elementary

Everly Davis – Carol Holt Elementary

King Brock – D.P. Morris Elementary

Logan Duong – Thelma Jones Elementary

Treyden Dilworth – Glenn Harmon Elementary

COMMENDATION FORM
FOR SCHOOL BOARD MEETINGS

Person(s) to be Commended:

Samuil Kisel, Mansfield High School
Mark Lim, Early College High School

Justification for the Commendation:

These students are National Merit Semi-Finalists.

Requested Month of Board Meeting for Commendation: October

Principal, Director, or Supervisor's Approval: Dr. LeighAnn Tamplen **Date:** 10/19/26

Chief Communications Officer Approval: Robyn Harris
Date: 10/19/26

COMMENDATION FORM
FOR SCHOOL BOARD MEETINGS

Person(s) to be Commended:

Mansfield ISD Career & Technical Education Programs

Justification for the Commendation:

Mansfield ISD has been named a CTE District of Distinction for a 3rd time from the Career and Technical Association of Texas. This prestigious honor recognizes exceptional commitment to CTE excellence and dedication to preparing students for success in college, careers, and beyond.

Requested Month of Board Meeting for Commendation: October

Principal, Director, or Supervisor's Approval: Fernando Benavides **Date:** 10/19/26

Chief Communications Officer Approval: Robyn Harris
Date: 10/19/26

COMMENDATION FORM
FOR SCHOOL BOARD MEETINGS

Person(s) to be Commended:

Dr. Linn Thatcher, Teacher at Lake Ridge High School

Justification for the Commendation:

The Yale University Office of Undergraduate Admissions is pleased to announce that a member of the community at Mansfield Lake Ridge High School, **Dr. Linn Thatcher**, has been selected as a recipient of the 2026 Yale Educator Award.

This award, sponsored by the Yale Office of Undergraduate Admissions, recognizes educators from around the world who inspire and support their students to perform at high levels and to achieve excellence.

Students entering the Yale Class of 2030 were asked to nominate outstanding educators who have deeply impacted their lives. Dr. Thatcher was nominated for the award by **Jude Pham,** then selected as a winner by a committee in the Office of Undergraduate Admissions.

Requested Month of Board Meeting for Commendation: October

Principal, Director, or Supervisor's Approval: Dr. Katrina Mabry-Smith **Date:** 10/19/26

Chief Communications Officer Approval: Robyn Harris
Date: 10/19/26

Board of School Trustees
Mansfield Independent School District

TITLE: Helen Keller Award DATE: October 27, 2026

Recognition

BACKGROUND: Lions Clubs International (LCI) was founded in 1917. In 1925 during Helen Keller's keynote address at our international convention, Ms. Keller famously called on the organization's members to become "Knights of the Blind" in the crusade against darkness. (https://afb.org/about-afb/history/helen-keller/books-essays-speeches/afb/address-lions-clubs-international)

For the ensuing century, Lions have accepted that challenge and made vision and sight programs the primary mission LCI. Today internationally we serve in 210 countries through over 48,000 clubs and 1.4 million members.

Here in North Texas District 2-E2, we are 52 clubs, 1600 members, and our Lions Sight Restoration Foundation (LSRF). Lions are active in vision screening for children and adults; providing logistical and financial resources to identify and resolve sight impairment issues we encounter. Lions have a long-standing partnership with the Mansfield ISD, and Mansfield optometrists Drs. Kyle Cooke and Shawn Prapta to serve your students. The support of Drs. Cooke and Prapta has been essential to allow Lions to move beyond screening to diagnosis, prescription, and resolution for underserved students. This Mansfield ISD collaboration with Lions and the optometrists sets a "gold standard" for sight restoration programs.

It is in this spirit that our Lions Sight Restoration Foundation recognizes the essential contributions of Drs' Cooke and Prapta with our highest Helen Keller award.

COMMENDATION FORM
FOR SCHOOL BOARD MEETINGS

Person(s) to be Commended:

Mansfield ISD Principals

Justification for the Commendation:

The month of October is National Principals Month

Requested Month of Board Meeting for Commendation: October

Principal, Director, or Supervisor's Approval: Fernando Benavides **Date:** 10/19/26

Chief Communications Officer Approval: Robyn Harris
Date: 10/19/26

DATE: October 27, 2026

INTRODUCTIONS:

NAME:	Kasi Ruiz
ASSIGNMENT:	Coordinator – Special Education/Special Services
EXPERIENCE:	10 years
DEGREE:	Master's/Texas State University
START DATE:	September 29, 2026

NAME:	Elizabeth Russo
ASSIGNMENT:	Executive Director of Student Services
EXPERIENCE:	26 years
DEGREE:	Doctorate/Texas A&M-Commerce
START DATE:	September 29, 2026

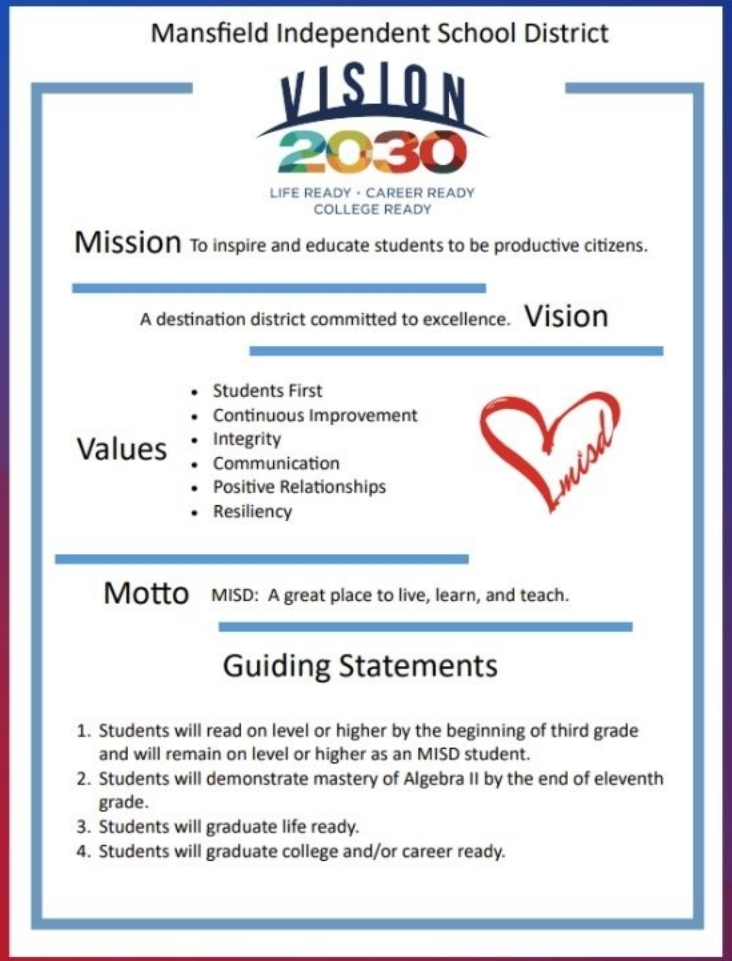
** Years of experience are self-reported and verified upon receipt of service records.*

Local Assessment Update

mClass & MAP

MISD
Mansfield Independent School District

Vision 2030



Mansfield Independent School District

VISION 2030

LIFE READY · CAREER READY
COLLEGE READY

Mission To inspire and educate students to be productive citizens.

A destination district committed to excellence. **Vision**

Values

- Students First
- Continuous Improvement
- Integrity
- Communication
- Positive Relationships
- Resiliency

Motto MISD: A great place to live, learn, and teach.

Guiding Statements

1. Students will read on level or higher by the beginning of third grade and will remain on level or higher as an MISD student.
2. Students will demonstrate mastery of Algebra II by the end of eleventh grade.
3. Students will graduate life ready.
4. Students will graduate college and/or career ready.

mCLASS®

NWEA™ map™ GROWTH

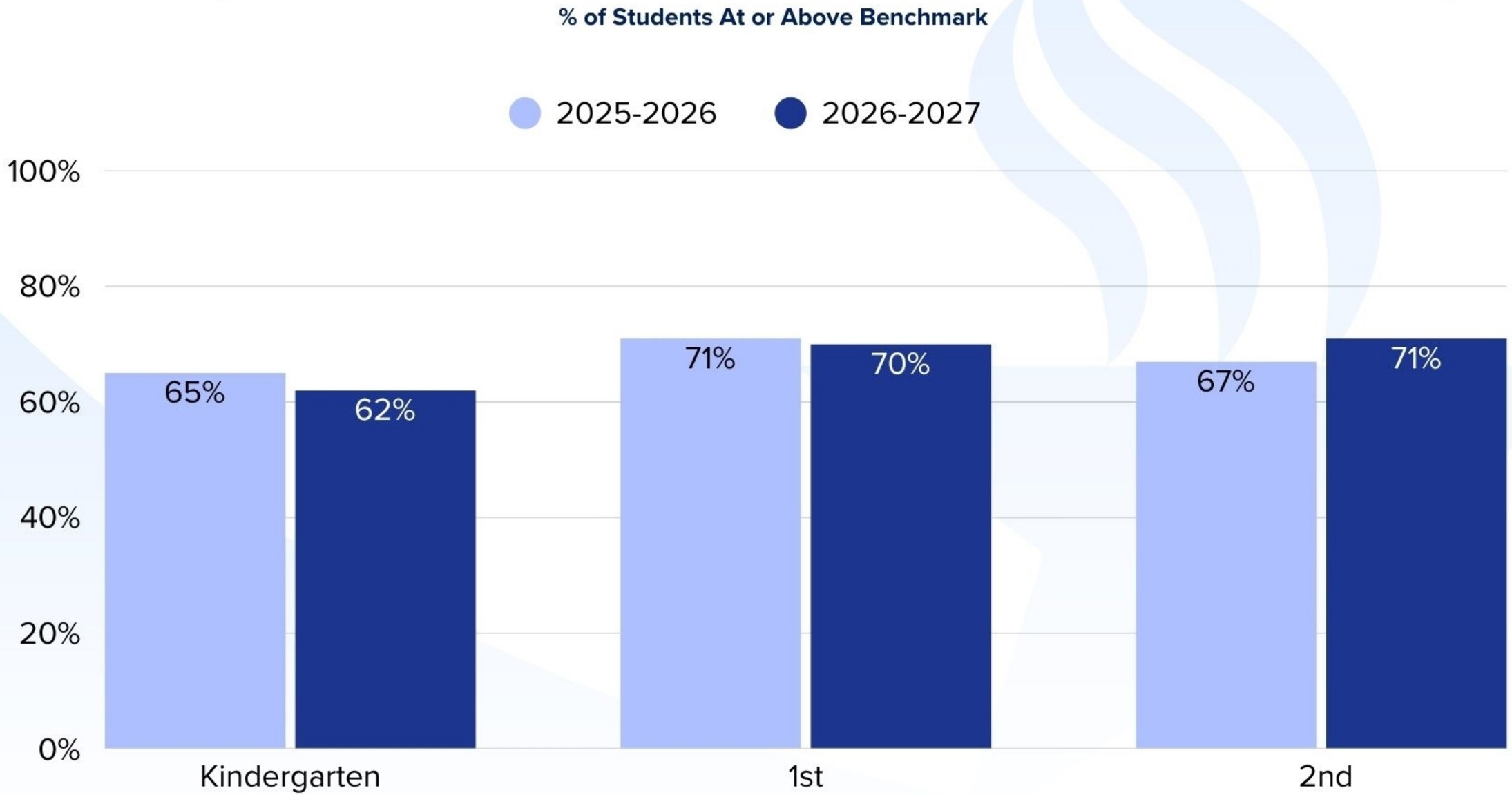
MISD
Mansfield Independent School District

mClass: Grades Kindergarten - 2nd

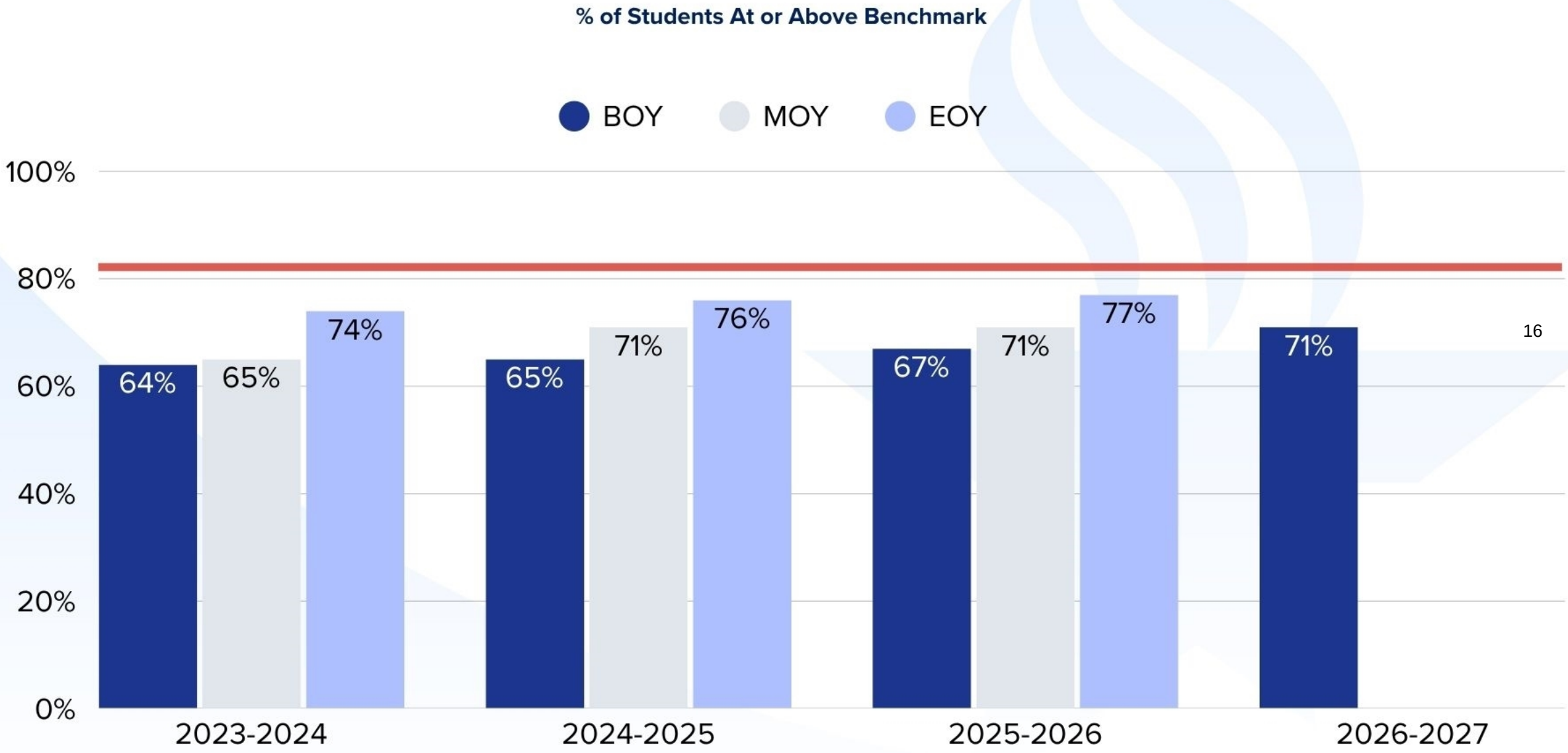


MISD
Mansfield Independent School District

Guiding Statement #1 - BOY mCLASS Reading



Guiding Statement #1 - 2nd Grade mCLASS Trend Data

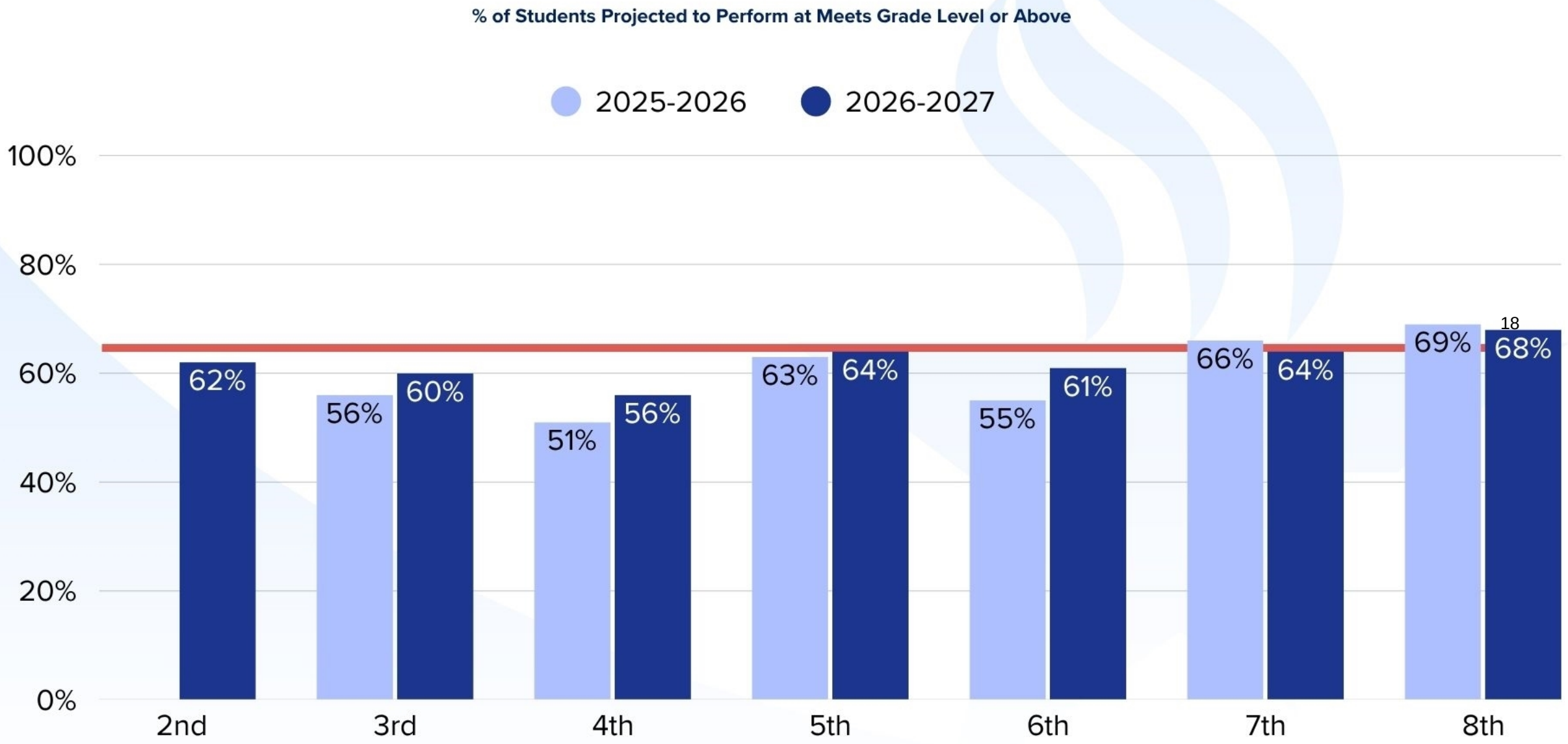


NWEA MAP: Grades 2nd - 8th

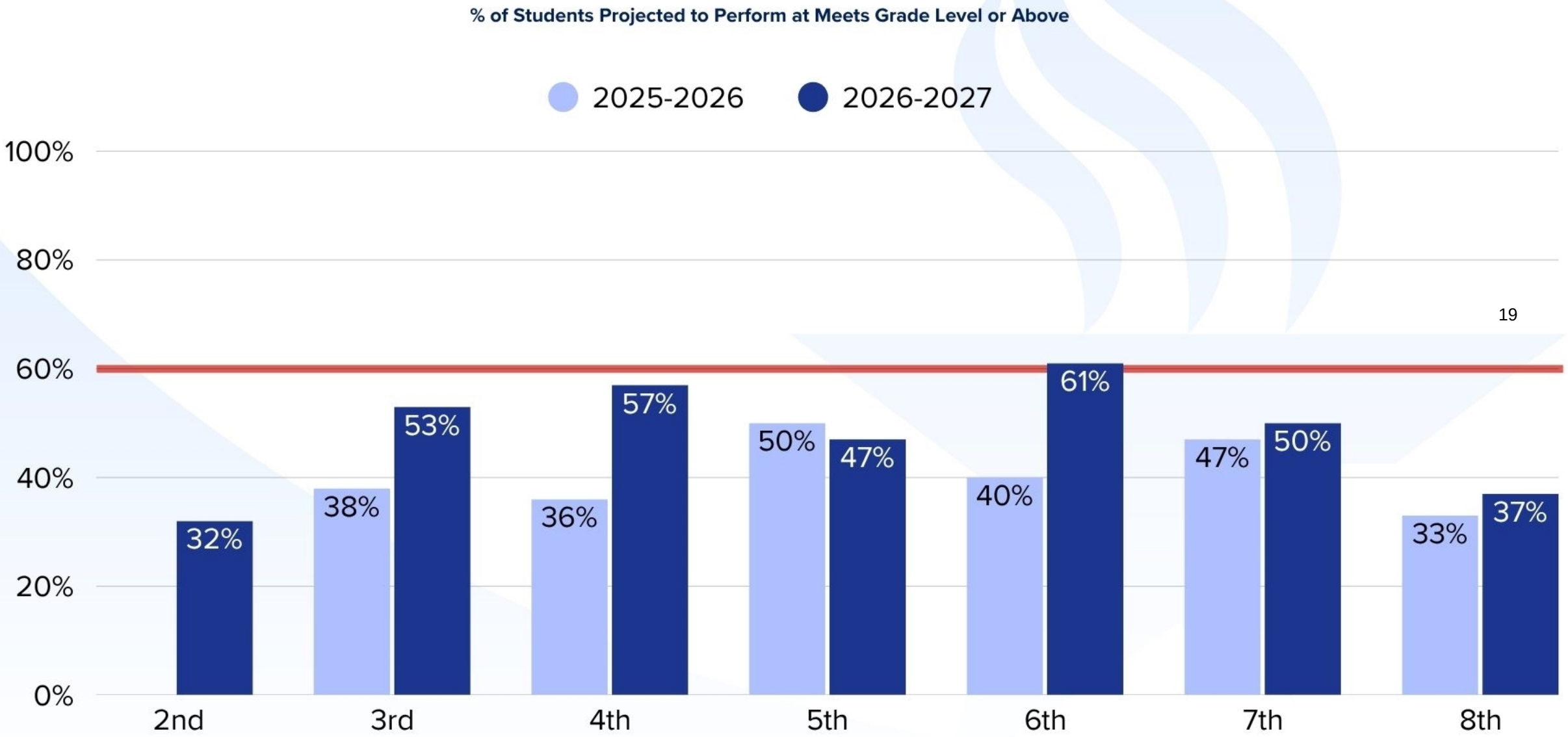


MISD
Mansfield Independent School District

MAP BOY STAAR Projected Proficiency - Reading



MAP BOY STAAR Projected Proficiency - Math



Next Steps

District	Campus
Ensure that our curriculum provides explicit scaffolded support that includes interventions and extensions for all students.	Targeting standards that have been identified as areas of opportunity for their campus and individual students.
Teaching and Learning collaboration with Special Populations, Assessment, Fine Arts, Executive Directors to identify and close gaps that exists within our curriculum.	Setting growth targets based on beginning of year performance.



Questions

MISD
Mansfield Independent School District

Board of School Trustees
Mansfield Independent School District

TITLE: Public hearing to discuss the state Financial Accountability Rating for Mansfield ISD

DATE: October 27, 2026

ACTION

BACKGROUND:

All school districts in the state of Texas are required to distribute at a public meeting the Financial Accountability Rating issued by the State. Preliminary ratings were released August 7, 2026. Mansfield ISD received a Superior Rating, so there was no need to file an appeal. Without an appeal, the preliminary rating will become the final rating.

Each school district must announce and hold a public meeting within two months of the receipt of the final FIRST rating. Notice of the meeting must be advertised in the newspaper not more than 30 days prior to or less than 14 days prior to holding the public hearing. Mansfield ISD published such notice on Friday, October 2, 2026.

CONSIDERATION:

Receive comments from the public after staff presentation.

RECOMMENDATION:

None.

THE UPPER ROOM
DAILY DEVOTIONAL GUIDE

Once you were alienated from God. . . . But now he has reconciled you by his physical body through death, to present you before God as a people who are holy, faultless, and without blame.

— Colossians 1:21-22 (CEB)

Prayer

Dear God, thank you for inviting us to live in a loving relationship with you by faith in your Son, Jesus Christ. Help us to share this good news with others. Amen.

Thought for the Day

I cannot earn God's grace; it is a gift freely given.

Jeremy K. Mullen (Pennsylvania, USA)

www.upperroom.org

CIVIL COURTS

CONTINUED FROM PAGE 3

048-381693-26 CRP-GREP GOLDEN TRIANGLE OWNER VS TARRANT APPRAISAL DISTRICT L.P. (ALBUM KELLER RANCH APAR Date Filed: 08-26-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): James D Hannagan

048-381699-26 BLUE ATLANTIC FRANCISCAN LP VS TARRANT APPRAISAL DISTRICT Date Filed: 08-26-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Marco Serrano

048-381710-26 AMPLE APARTMENTS LLC VS TARRANT APPRAISAL DISTRICT Date Filed: 08-27-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Niral R Gandhi

048-381722-26 VUE 360 APARTMENTS OWNER VS TARRANT APPRAISAL DISTRICT LLC Date Filed: 08-27-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Andrew W Bruce

048-381737-26 REBECA CALVILLO, VS LINETEC SERVICES, LLC AND INDIVIDUALLY AND AS NEXT FRIEN ABRAHAM RODRIGUEZ Date Filed: 08-27-2026 Cause Of Action: INJURY OR DAMAGE, INVOLVING MOTOR VEHICLE Attorney Name(s): Hazim Mandavia

048-381738-26 JMESHA ARIEL PRICE VS LUCERO ALMARAZ ANDRADE, MANUEL EUGENIO GURROLA ACOSTA, ET AL Date Filed: 08-27-2026 Cause Of Action: INJURY OR DAMAGE, INVOLVING MOTOR VEHICLE Attorney Name(s): Taylor Bush

048-381752-26 BREONNA WARD VS ANGELIN HO, NHU NGUYEN AND THOMAS BRESSERT Date Filed: 08-27-2026 Cause Of Action: INJURY OR DAMAGE, INVOLVING MOTOR VEHICLE Attorney Name(s): T Nguyen

048-381768-26 KEN BENNETT VS BUSINESS UNLIMITED 27, LLC; KEVIN T. NGUYEN; ET A Date Filed: 08-28-2026 Cause Of Action: CONTRACT, OTHER DEBT/CONTRACT Attorney Name(s): M Drew Siegel

048-381769-26 MIDLAND CREDIT MANAGEMENT, INC VS WALTER GOMEZ-MOATES Date Filed: 08-28-2026 Cause Of Action: CONTRACT, CONSUMER/DTPA Attorney Name(s): David Caviness

048-381781-26 LILY LE VS MEI LI Date Filed: 08-28-2026 Cause Of Action: INJURY OR DAMAGE, INVOLVING MOTOR VEHICLE Attorney Name(s): Julian R Escamilla

048-381794-26 DMA ENTERPRISES LLC VS TARRANT APPRAISAL DISTRICT Date Filed: 08-28-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Craig J Mcclelland, Clemetric R Frazier

048-381801-26 ROBERT EARL LEE VS STATE FARM LLOYDS Date Filed: 08-28-2026 Cause Of Action: CONTRACT, INSURANCE Attorney Name(s): PRO SE

048-381812-26 SIMON CHIKHLADZE VS CARLSON WAGONLIT TRAVEL (CWT), ET AL Date Filed: 08-31-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): PRO SE

048-381824-26 AMERICAN EXPRESS NATIONAL VS TRENTON LAIRD A/K/A TRENTON BANK L LAIRD, ET AL Date Filed: 08-31-2026 Cause Of Action: CONTRACT, CONSUMER/DTPA Attorney Name(s): Olen Manning , III

048-381831-26 GEP X RIVER PARK LLC VS TARRANT APPRAISAL DISTRICT Date Filed: 08-31-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Marco Serrano

048-381839-26 NICHOLAS BENITEZ AND VS JUAN DANIEL FISCAL SARABIA ALEJANDRA SANCHEZ Date Filed: 08-31-2026 Cause Of Action: INJURY OR DAMAGE, INVOLVING MOTOR VEHICLE Attorney Name(s): Steven Pierret

048-381851-26 STOCKYARDS STATION HOTEL LP VS TARRANT APPRAISAL DISTRICT Date Filed: 08-31-2026 Cause Of Action: REAL PROPERTY, OTHER PROPERTY Attorney Name(s): Daniel Smith

048-381859-26 ALAMO TITLE COMPANY VS ZACKERY JAMES REYNOLDS, ET AL Date Filed: 08-31-2026 Cause Of Action: REAL PROPERTY, OTHER PROPERTY Attorney Name(s): Margaret J Phe

048-381872-26 NORTH MILL EQUIPMENT VS LEGEND 78 TRANSPORT LLC, ET FINANCE LLC, AS GRANTOR, BENE AL Date Filed: 08-31-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Geno Slavchev

048-381883-26 DANIEL BROWN VS KARNORVES DAVIS, ET AL Date Filed: 09-01-2026 Cause Of Action: INJURY OR DAMAGE, INVOLVING MOTOR VEHICLE Attorney Name(s): R Rieker Carsey

048-381891-26 SHANA MARIE HICKS VS GEICO TEXAS COUNTY MUTUAL INSURANCE COMPANY, ET AL Date Filed: 09-01-2026 Cause Of Action: INJURY OR DAMAGE, INVOLVING MOTOR VEHICLE Attorney Name(s): Iman James

048-381903-26 HAMPTON TH LLC VS TARRANT APPRAISAL DISTRICT Date Filed: 09-01-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Ashley M Judd

048-381917-26 AMERIS BANK D/B/A BALBOA VS NEEMA ENTERPRISES, LLC AND CAPITAL CHANDRA MCQUEEN Date Filed: 09-01-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Owen C Babcock

048-381927-26 VDS TX I LLC AND VDS TX II VS TARRANT APPRAISAL DISTRICT LLC Date Filed: 09-01-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Marco Serrano

048-381928-26 MARINER FINANCE, LLC VS GLORIA SANCHEZ Date Filed: 09-01-2026 Cause Of Action: CONTRACT, CONSUMER/DTPA Attorney Name(s): Jon David Rogers, David W Lippman

048-381944-26 IN RE: ORD FOR FRCLSUR CNCRNG: VS 6237 GENERAL STORE WAY FORT Date Filed: 09-02-2026 Cause Of Action: CONTRACT, OTHER FORECLOSURE Attorney Name(s): Vinay Patel

048-381955-26 IN RE: ORD OF FRCLSURE CNCRNG VS 17 MEADOW LN BEDFORD, TX 76021 Date Filed: 09-02-2026 Cause Of Action: CONTRACT, FORECLOSURE, HOME EQUITY-EXPEDITED Attorney Name(s): Thuy Frazier

048-381967-26 WELLS FARGO BANK, NA VS FELIX J FIGUEROA, II Date Filed: 09-02-2026 Cause Of Action: CONTRACT, DEBT/CONTRACT Attorney Name(s): Monica Zavala

048-381972-26 JORDAN GARRISON VS MARGERIE FRANKLIN Date Filed: 09-02-2026 Cause Of Action: INJURY OR DAMAGE, INVOLVING MOTOR VEHICLE Attorney Name(s): Diana A Crawford

048-381978-26 ARMORE II - THE SAVOY, LLC VS TARRANT APPRAISAL DISTRICT Date Filed: 09-02-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Kelley B Hill

048-381995-26 MARINER FINANCE, LLC VS ERIC IBARRA Date Filed: 09-02-2026 Cause Of Action: CONTRACT, CONSUMER/DTPA Attorney Name(s): David W Lippman, Jon David Rogers

048-382000-26 CHESAPEAKE FW PARTNERS LLC VS TARRANT APPRAISAL DISTRICT Date Filed: 09-02-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Kelley B Hill

048-382013-26 AGILE LENDING, LLC VS WELLS FARGO BANK, N.A. Date Filed: 09-02-2026 Cause Of Action: OTHER CIVIL, GARNISHMENT Attorney Name(s): Brandon J Milligan, Brandon J Milligan

048-382018-26 FW SKYLINE RANCH RESIDENTIAL VS PATTON D DINGLER AND PAMELA K ASSOCIATION, INC. DINGLER Date Filed: 09-03-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Thomas L Kapioltas

048-382028-26 IN RE: ORD FOR FRCLOSURE CNCNG VS 9232 JASON DR FORT WORTH, TX 7 Date Filed: 09-03-2026 Cause Of Action: CONTRACT, FORECLOSURE, HOME EQUITY-EXPEDITED Attorney Name(s): Sheridan Stills

048-382042-26 CREST OASIS LP VS TARRANT APPRAISAL DISTRICT Date Filed: 09-03-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Kelley B Hill

048-382056-26 MATTHEW SMITH AND STEPHANIE VS ADRIANA PUENTE WALTERS A/N/GF A.L.S AND A.G.S Date Filed: 09-03-2026 Cause Of Action: INJURY OR DAMAGE, INVOLVING MOTOR VEHICLE Attorney Name(s): William Dixon Wiles , IV

048-382061-26 4720 WELLESLEY PROPERTY, LLC VS TARRANT APPRAISAL DISTRICT Date Filed: 09-03-2026 Cause Of Action: OTHER CIVIL, OTHER Attorney Name(s): Michael A Lang

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TEXAS PRESS ASSOCIATION

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Notice of Public Meeting to Discuss
Mansfield Independent School District's
State Financial Accountability Rating

The Mansfield Independent School District
will hold a public meeting at 6:00 p.m.
Tuesday, October 27, 2026
in the MISD Board Room of
The Dr. Jim Vaszauskas Center
for the Performing Arts,
1110 West Debbie Lane,
Mansfield, TX 76063
At this meeting the Mansfield Independent
School District's rating on the State's
Financial Accountability System will be discussed.

MISD

Mansfield Independent School District

MISD
Mansfield Independent School District

FINANCIAL MANAGEMENT REPORT

2026 SCHOOL FIRST RATING

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD
Mansfield Independent School District

2026 SCHOOL FIRST RATING

Rating: SUPERIOR

Based on School Year 2024-2025 Data

FINANCIAL ACCOUNTABILITY RATING SYSTEM - PURPOSE

- Originated by SB 875 of the 76th Texas Legislature in 1999.
- Expanded the public education accountability system in Texas to include financial services.
- Now in its 25th year.
- The primary goal is to improve the management of the school district's financial resources.

MISD
Mansfield Independent School District

FINANCIAL ACCOUNTABILITY RATING SYSTEM - OBJECTIVES

- Assess the quality of financial management in Texas public schools.
- Measure and report the extent to which financial resources are allocated for direct instructional purposes.
- Fairly evaluate the quality of financial management decisions.
- Openly report results to the general public.

FINANCIAL ACCOUNTABILITY RATING SYSTEM

BASIS OF RATINGS

- BASED UPON 21 INDICATORS
- RANGE OF SCORES ON INDICATORS 1 - 21

A = Superior 90 – 100	B = Above Standard 80 – 89	C = Meets Standard 70 – 79	F = Substandard Achievement <70

MANSFIELD ISD SCORE: 96

SCHOOL FIRST FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD Mansfield Independent School District

How Ratings Are Assessed

1. Was the complete annual financial report (AFR) and data submitted to the TEA on or before February 27, 2026?

YES, Rating Passed

2. Was there an unmodified opinion in the Audited Financial Report on the financial statements as a whole?

YES, Rating Passed

3. Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?

YES, Rating Passed

4. Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?

YES, Rating Passed

SCHOOL FIRST FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD Mansfield Independent School District

How Ratings Are Assessed

5. Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero?

YES, Rating Passed

6. Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease, or did the current year's assigned and unassigned fund balance exceed 75 days of operational expenditures?

YES, Rating Passed

7. Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

10 Points, MISD had 99 Days of Cash on Hand

How Ratings Are Assessed

8. Was the measure of the current assets-to-current liabilities ratio for the school district sufficient to cover short-term debt?

10 Points: MISD's current assets-to-current liabilities ratio was 3.3

9. Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?

10 Points, General Fund revenues exceeded expenditures

10. Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?

10 Points

11. Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?

6 Points, MISD's ratio of long-term liabilities to total assets was 0.78

Note: Since 2020, Mansfield ISD has reduced the General Obligation Bonds by $173M

SCHOOL FIRST FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD Mansfield Independent School District

How Ratings Are Assessed

12. What is the correlation between future debt requirements and the district's assessed property value?

10 Points, MISD's debt per $100 of assessed value was 3.8686

13. This indicator is not being evaluated.

14. Did the school district not have a 15 percent decline in the students-to-staff ratio over 3 years (total enrollment to total staff)?

10 Points, MISD's change in ratio is .029 percent decline

15. Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections?

5 Points

SCHOOL FIRST FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD Mansfield Independent School District

How Ratings Are Assessed

16. Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?

YES, Rating Passed

17. Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds?

YES, Rating Passed

18. Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?

10 Points, MISD's audit report was free of material noncompliance

SCHOOL FIRST FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD Mansfield Independent School District

How Ratings Are Assessed

19. Did the school district post the required financial information on its website in accordance with the Government Code, Local Government Code, Texas Education Code, Texas Administrative Code, and other statutes, laws, and rules that were in effect at the school district's fiscal year-end?

5 Points, MISD did post all required financial information

20. Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?

YES, Rating Passed

21. Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?

NO, Rating Passed

SCHOOL FIRST FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD Mansfield Independent School District

ADDITIONAL REQUIRED DISCLOSURES

- **Superintendent's Employment Contract**

  Located on the Mansfield ISD website under Required Postings

- **Outside Compensation and/or Fees**

  Received by the Superintendent for Professional Consulting and/or Other Personal Services (none to report)

- **Gifts**

  Gifts Received by the Executive Officer(s) and Board members (and First Degree Relatives, if any) in Fiscal Year 2025 (none to report)

- **Business Transactions**

  All Business Transactions between the school district and Board members for Fiscal Year 2025 (none to report)

SCHOOL FIRST FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD Mansfield Independent School District

ADDITIONAL REQUIRED DISCLOSURES

Reimbursements received by the Superintendent and Board Members for Fiscal Year 2025

For the Twelve Month Period Ended June 30, 2025

Description of Reimbursements	Superintendent	Board Member Place 1	Board Member Place 2	Board Member Place 3	Board Member Place 4	Board Member Place 5	Board Member Place 6	Board Member Place 7
	Dr. Kimberley Cantu	Michelle Newsom	Dr. Jandel Crutchfield	Craig Tipping/ Jason Thomas	Keeziah Valdes Farrar/ Ana-Alicia Horn	Bianca Benevides Anderson/ Jesse Cannon II	Dr. Benita Reed	Courtney Lackey Wilson
Meals	$799.50	$-	$-	$-	$-	$-	$-	$-
Lodging	$584.62	$-	$-	$-	$-	$-	$-	$-
Transportation	$217.31	$-	$-	$-	$-	$-	$-	$-
Mileage	$3,537.47	$1,270.34	$1,372.40	$347.06/ $600.16	$1036.72/ $530.16	$850.60/ $530.16	$1,118.28	$2,984.46
Motor Fuel	$-	$-	$-	$-	$-	$-	$-	$-
Other	$583.03	$-	$-	$-	$-	$-	$-	$-
Total	$5,721.93	$1,270.34	$1,372.40	$947.22	$1,566.88	$1,380.76	$1,118.28	$2,984.46

SCHOOL FIRST FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD Mansfield Independent School District

BUSINESS SERVICES TEAM

Accounting
Marinda Bramlett
Stephanie Dhalla
Chelcie Howley
Maria Mason

Accounts Payable
Natasha Whetstone, Budget Director
Patsy Fellers
Beth Kirsch
Caroline Gauthier
Kristi Russell

Benefits
Denise Miller, Director
Sabine Padilla
Kelly Day

Distribution
Vacant Supervisor
Vacant
Robert Averitt
Melida Carpenter
Daniel Herring
Francisco Jimenez
Sandy Woodley
Mark Myers

Payroll
Denise Miller, Director
Katie Anderson
Joyes Dolliole
Renee Suarez
Elizabeth Yates
Kindall O'Brien

PEIMS
Iasha Pickens, Director
Trista Harris
Paula Kiker
Tina Williams
Tracey Hibbs

Purchasing
Cody Cannon, Director
Toni Chadwick
Stephanie Cranford
Sacha Loudermilk
Mariam Brooks
Laura Volden

Lexy Bazarte - Assistant to the Chief Financial Officer of Business Services

QUESTIONS?

Monica Irvin, Chief Financial Officer of Business Services
817-299-6304
MonicaIrvin@misdmail.org

SCHOOL FIRST FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

MISD Mansfield Independent School District

THANK YOU

Board of School Trustees
Mansfield Independent School District

TITLE: Enrollment and Facility Capacity Update

DATE: October 27, 2026

Presentation

BACKGROUND:

Mrs. Monica Irvin, Chief Financial Officer, and Mrs. Rita Denton, Assistant Superintendent of Facilities & Bond Programs, will Enrollment and Facility Capacity update.

Enrollment & Capacity

U P D A T E

Rita L. Denton
Monica Irvin

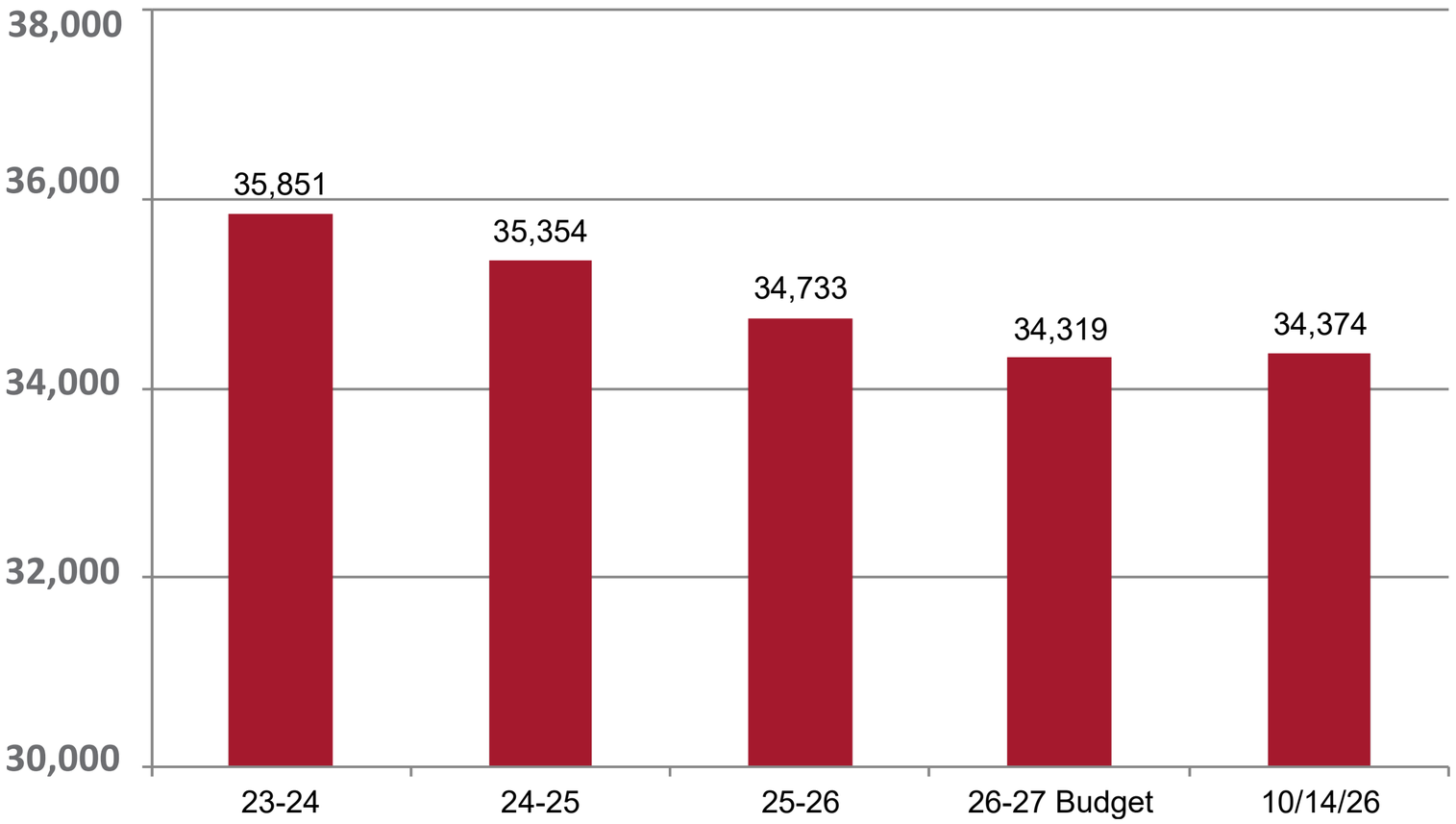
MISD
Mansfield Independent School District

Enrollment Performance Dashboard

4.1% DECLINE vs 23-24

+55 ABOVE BUDGET

34,374 ENROLLMENT



YEAR-OVER-YEAR CHANGE

24-25: -1.4%

25-26: -1.8%

26-27 Budget: -1.2%

Actual vs Budget: +0.2%

KEY TAKEAWAYS

- Enrollment has declined 1,477 students since 2023-24.
- Current enrollment is 55 students above budget.
- Actual enrollmentis tracking ahead of projection.

Facility Overview

94
# of Square Miles

49
Campuses

60+
# of Buildings

900
# of Acres

7,012,493
total sq. footage

MISD
Mansfield Independent School District



Holly Teague

ACADEMY FOR EARLY LEARNERS

MISD

Mansfield Independent School District



MISD
Mansfield Independent School District

76%

Available Seats: 11,798

2022-23 Utilization

71%

Available Seats: 13,754

2026-27 Utilization

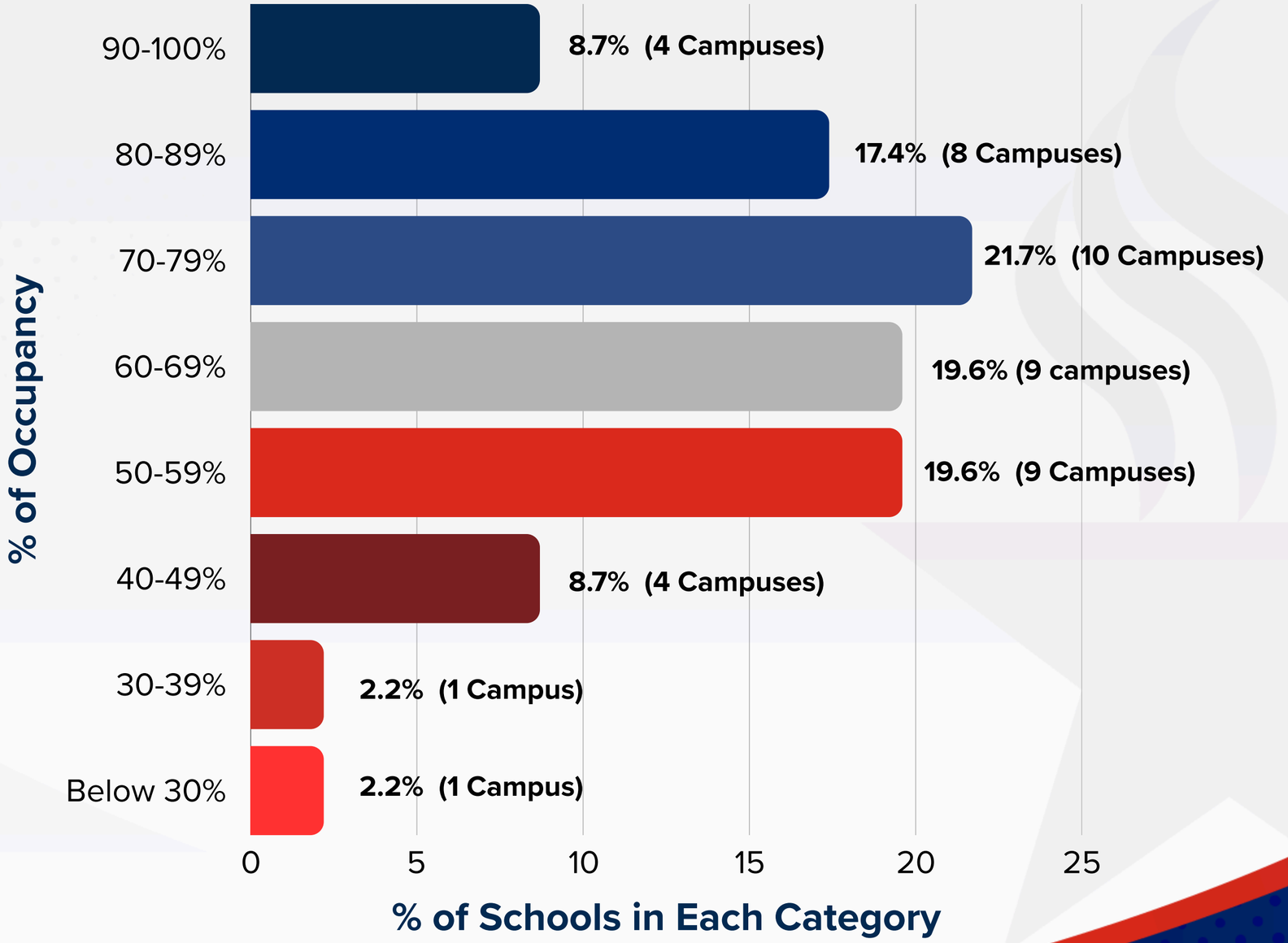
Declining Facility Utilization



Increase of Empty Seats



MISD
Mansfield Independent School District



MISD
Mansfield Independent School District

2026-2027 School Year

90-100%

Mansfield HS (100%)
Lake Ridge (100%)
Dr. Sarah Jandrucko (99%)
Frontier HS (98%)

80-89%

Brenda K. Norwood (86%)
Linda Jobe (84%)
Annette Perry (83%)
Legacy HS (82%)
Donna Shepard Leadership Academy (80%)
Danny Jones MS (80%)
Timberview HS & ECHS (80%)

70-79%

Elizabeth Smith Innovative Academy (79%)
Anna May Daulton ES (79%)
Charlene McKinzey MS (76%)
Summit HS (76%)
Cora Spencer ES (75%)
Brooks Wester MS & Jerry Knight STEM (75%)
J.L. Boren ES (74%)
Willie Brown ES (74%)
Alma Martinez (74%)
Asa Low Jr. IS (70%)

60-69%

Cross Timbers IS (69%)
T.A. Howard MS (69%)
James Coble MS (69%)
Tarver Rendon ES (68%)
Mary Lillard (67%)
Erma Nash ES (66%)
Rogene Worley MS (64%)
Della Icenhower IS (61%)
Carol Holt ES (60%)

MISD
Mansfield Independent School District

2026-2027 School Year

50-59%

Mary Orr IS (57%)
Martha Reid Leadership (56%)
Nancy Neal ES (56%)
Roberta Tipps STEAM Academy (55%)
Louise Cabaniss Academy (55%)
Judy K. Miller ES (54%)
Charlotte Anderson ES (53%)
D.P. Morris ES (52%)
Mary Jo Shepard ES (50%)

40-49%

Glenn Harmon ES (48%)
Janet Brockett ES (46%)
Thelma Jones ES (45%)
Kenneth Davis ES (42%)

30-39%

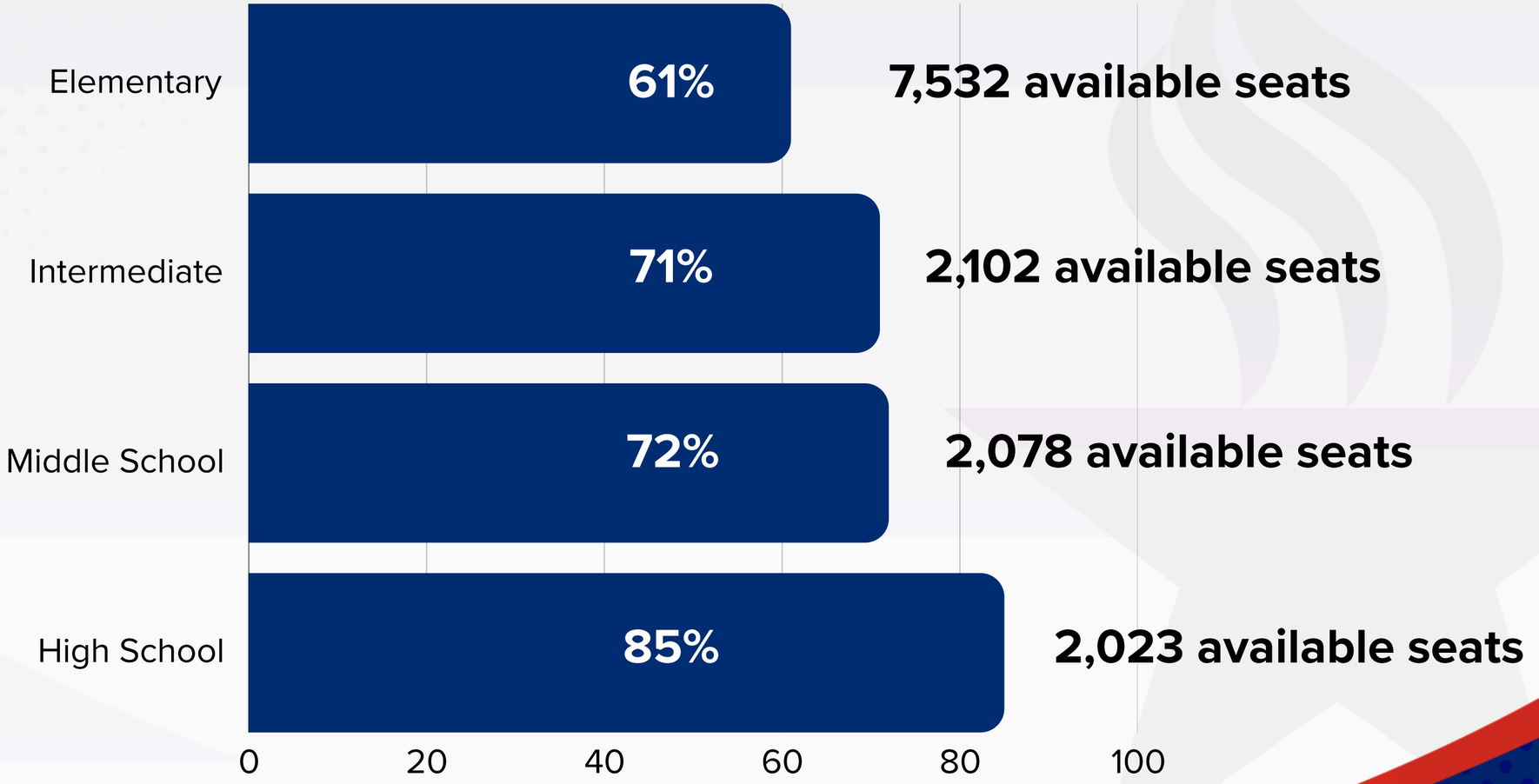
Imogene Gideon ES (34%)

< 30%

Phoenix Academy (9%)

MISD
Mansfield Independent School District

MISD Campus Capacity Utilization By Level



MISD
Mansfield Independent School District

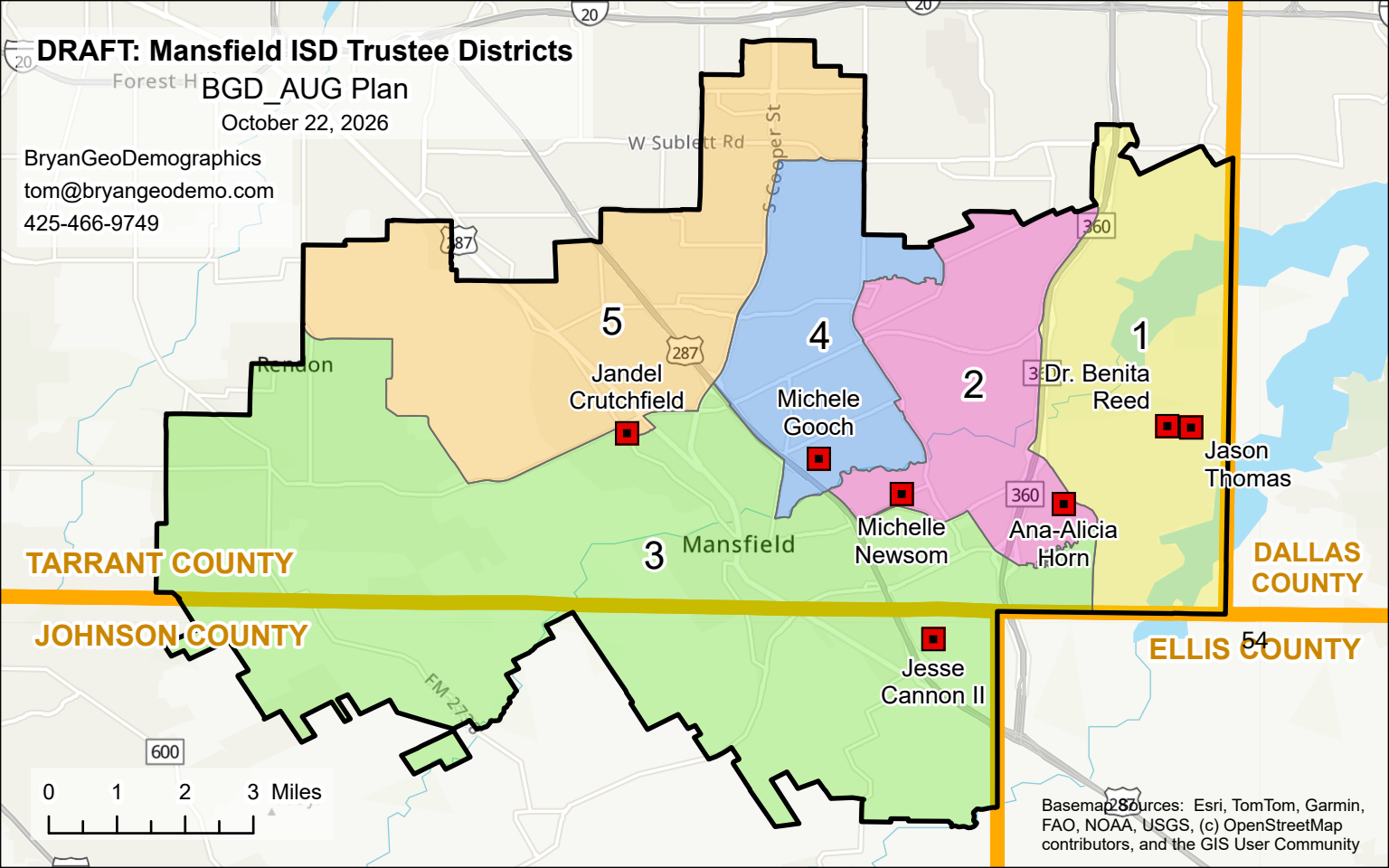
Additional Facilities

Admin & Operations	Arts, Ag, & Athletics
Administration Building	Willie Pigg Auditorium
RL Anderson Professional Building	Dr. Jim Vaszauskas Center for the Performing Arts
Facilities & Maintenance Complex	Reed Stewart Agricultural Center
Technology Headquarters	Ron Whitson Agricutltural Science Center
Student Nutrition Building	Vernon Newsom Stadium
6th Ave Bus Barn	RL Anderson Stadium
Main St. Bus Barn	Debbie Weems Natatorium
District Warehouse	



MISD

Mansfield Independent School District


DRAFT: Mansfield ISD Trustee Districts
BGD_AUG Plan
October 22, 2026
BryanGeoDemographics
tom@bryangeodemo.com
425-466-9749
5
Jandel Crutchfield
4
Michele Gooch
2
Michelle Newsom
1
Dr. Benita Reed
Jason Thomas
3
Mansfield
Ana-Alicia Horn
Jesse Cannon II
TARRANT COUNTY
JOHNSON COUNTY
DALLAS COUNTY
ELLIS COUNTY
W Sublett Rd
S Cooper St
Forest H
Rendon
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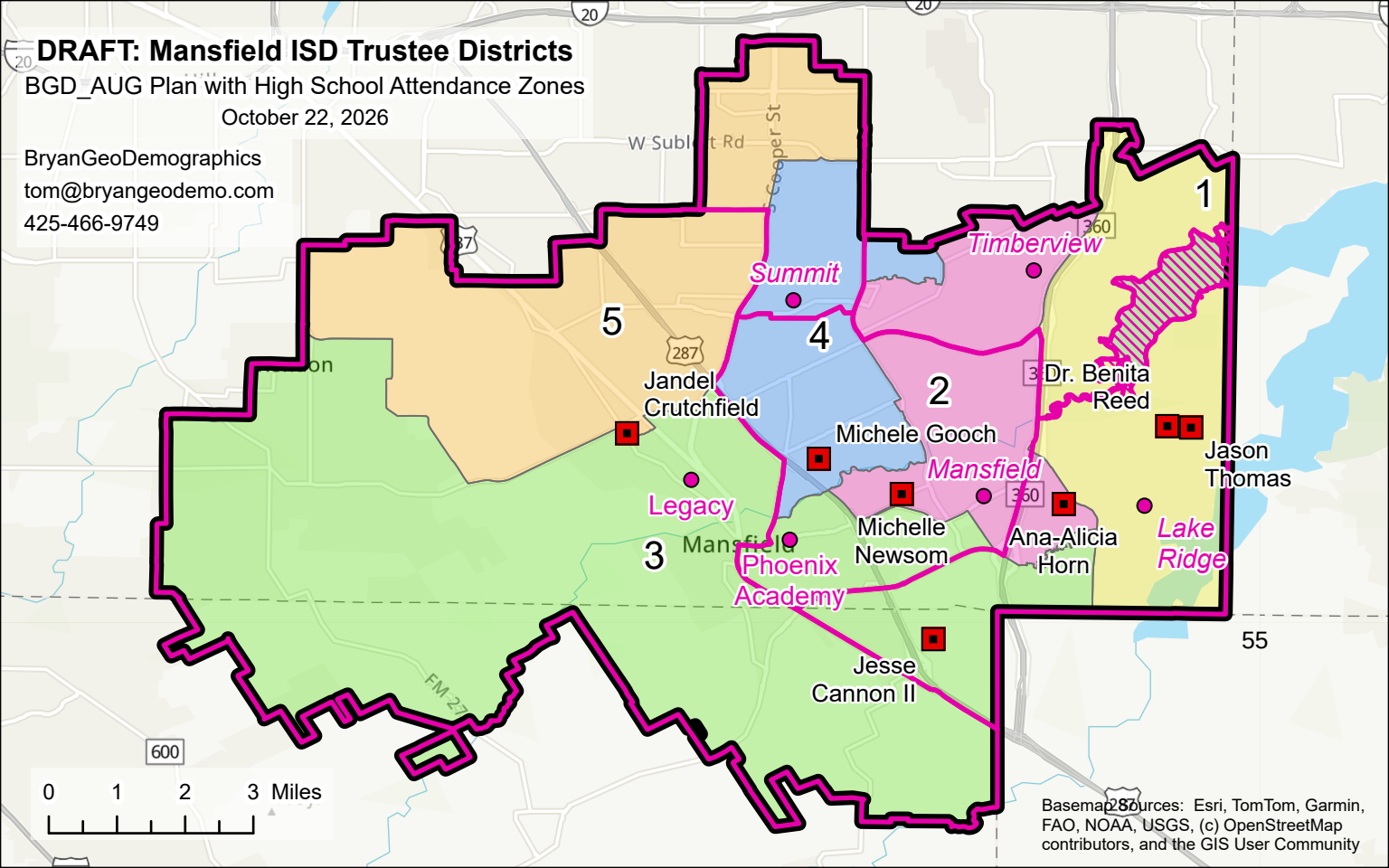
Basemap sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community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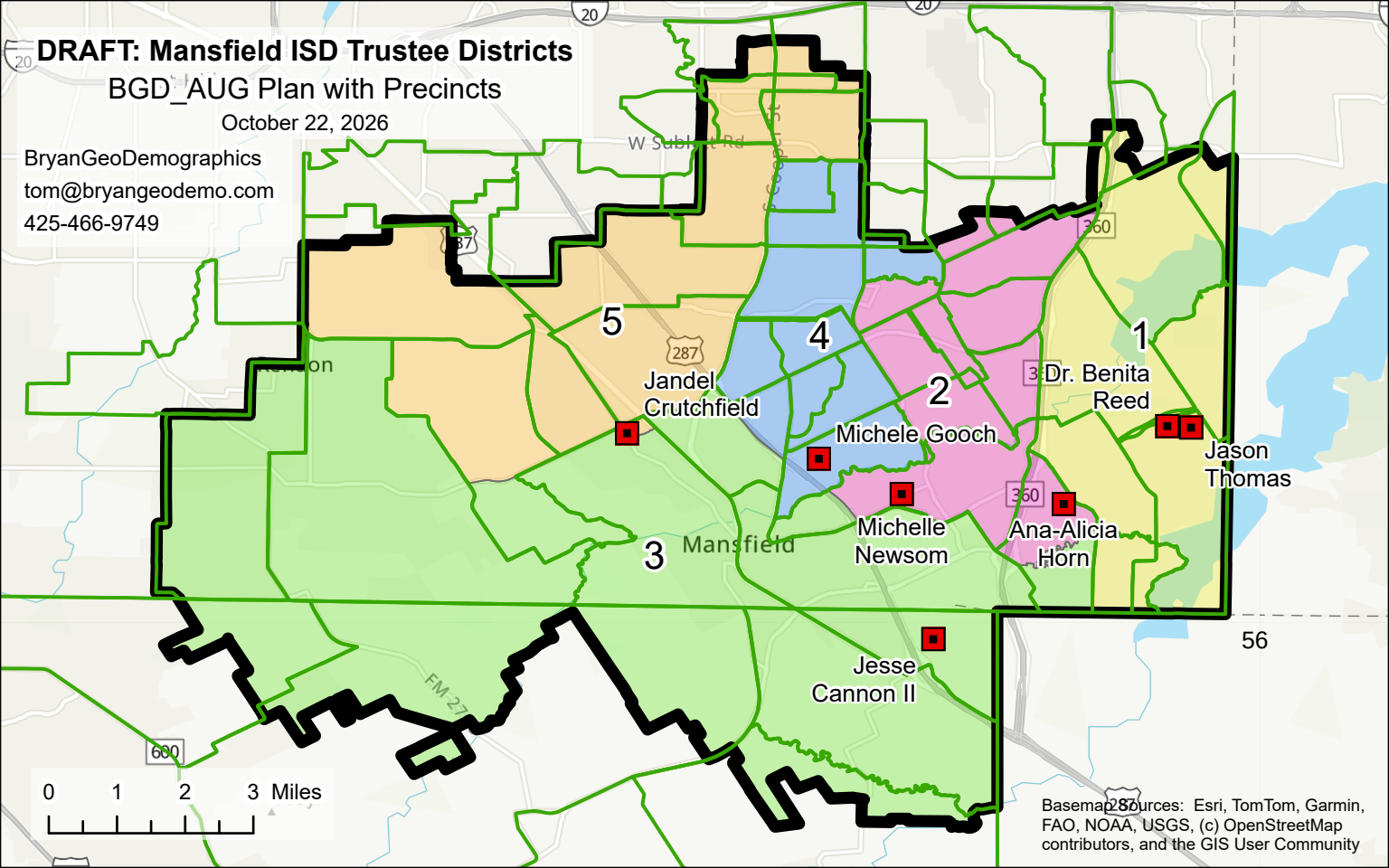
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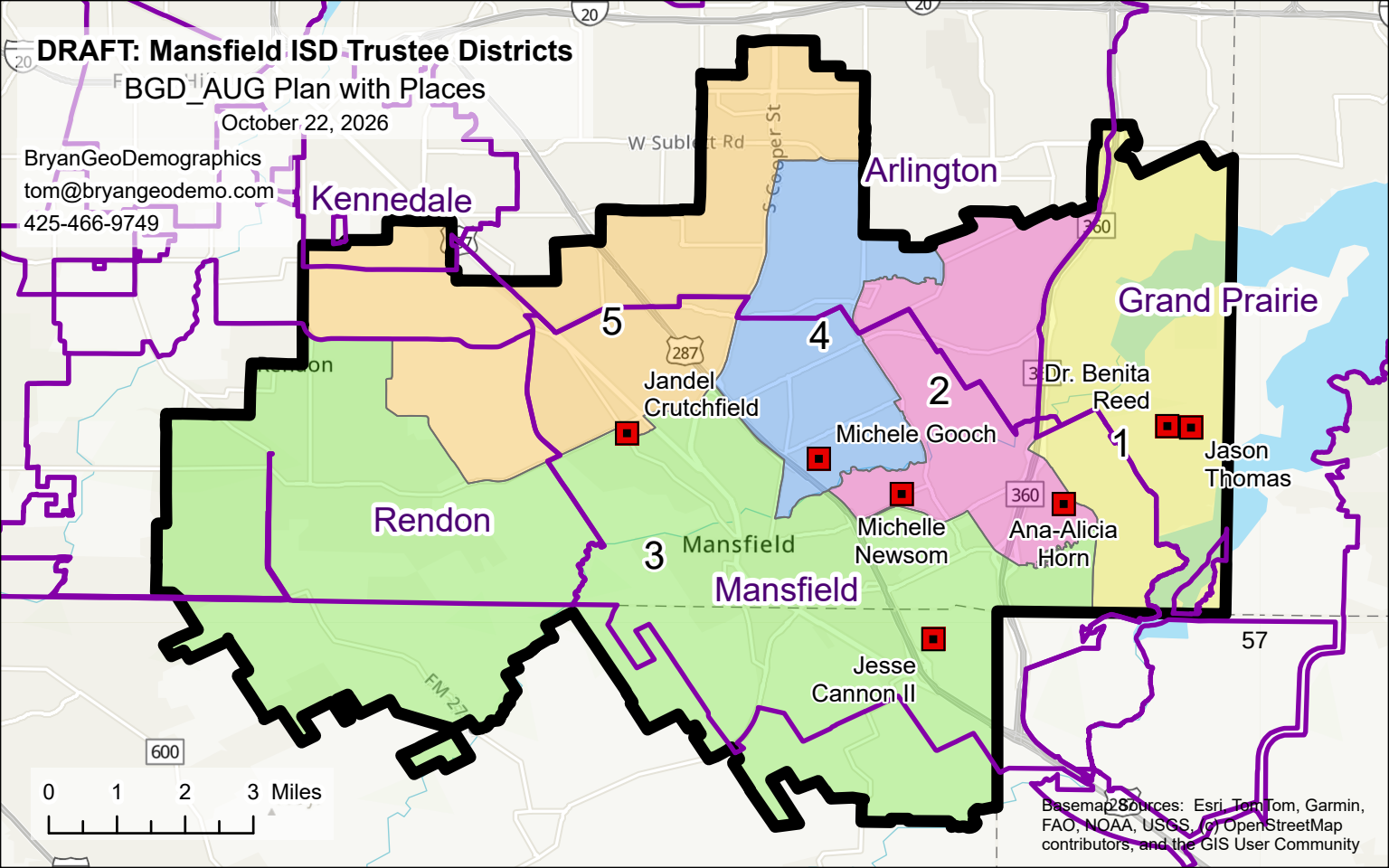
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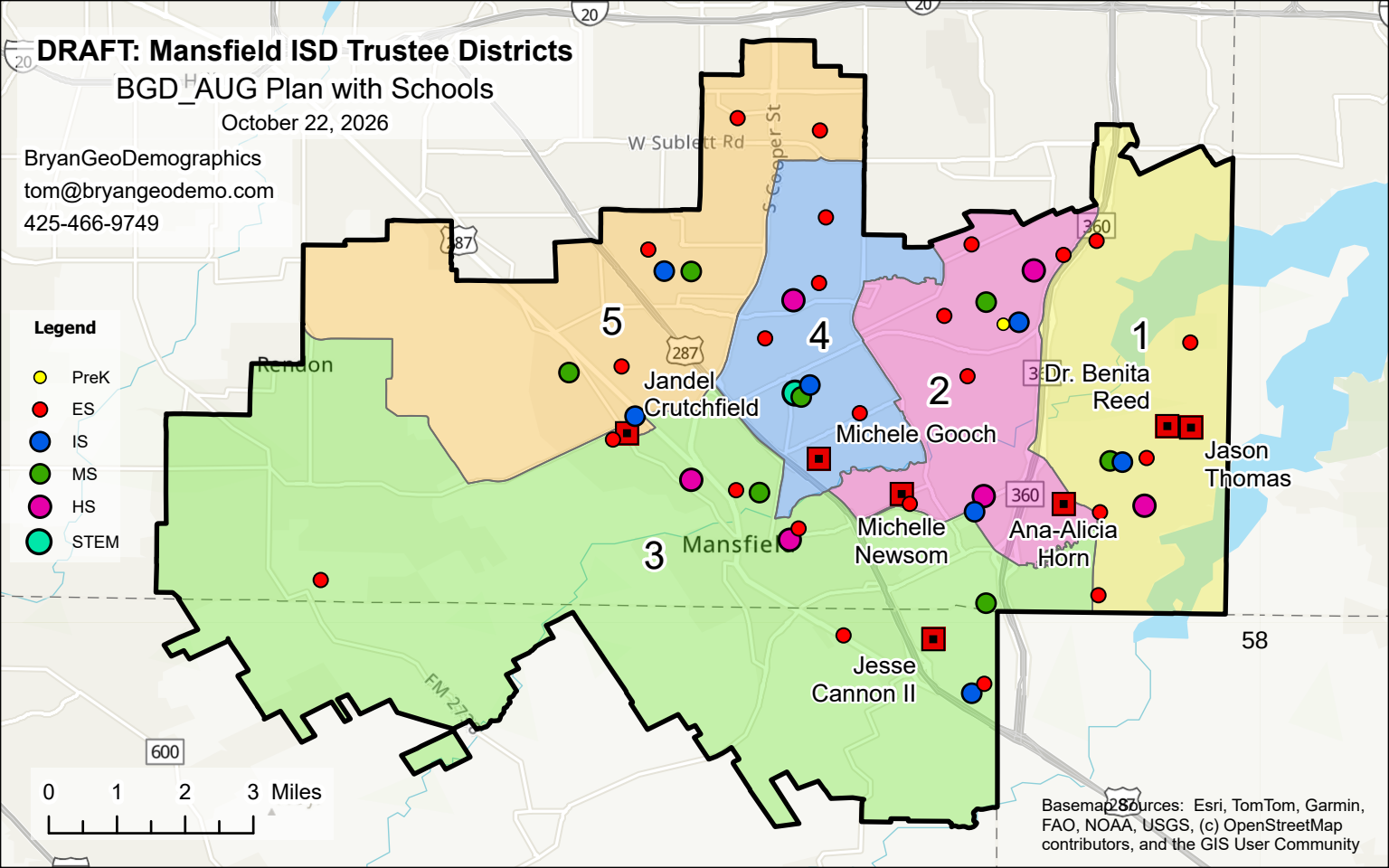
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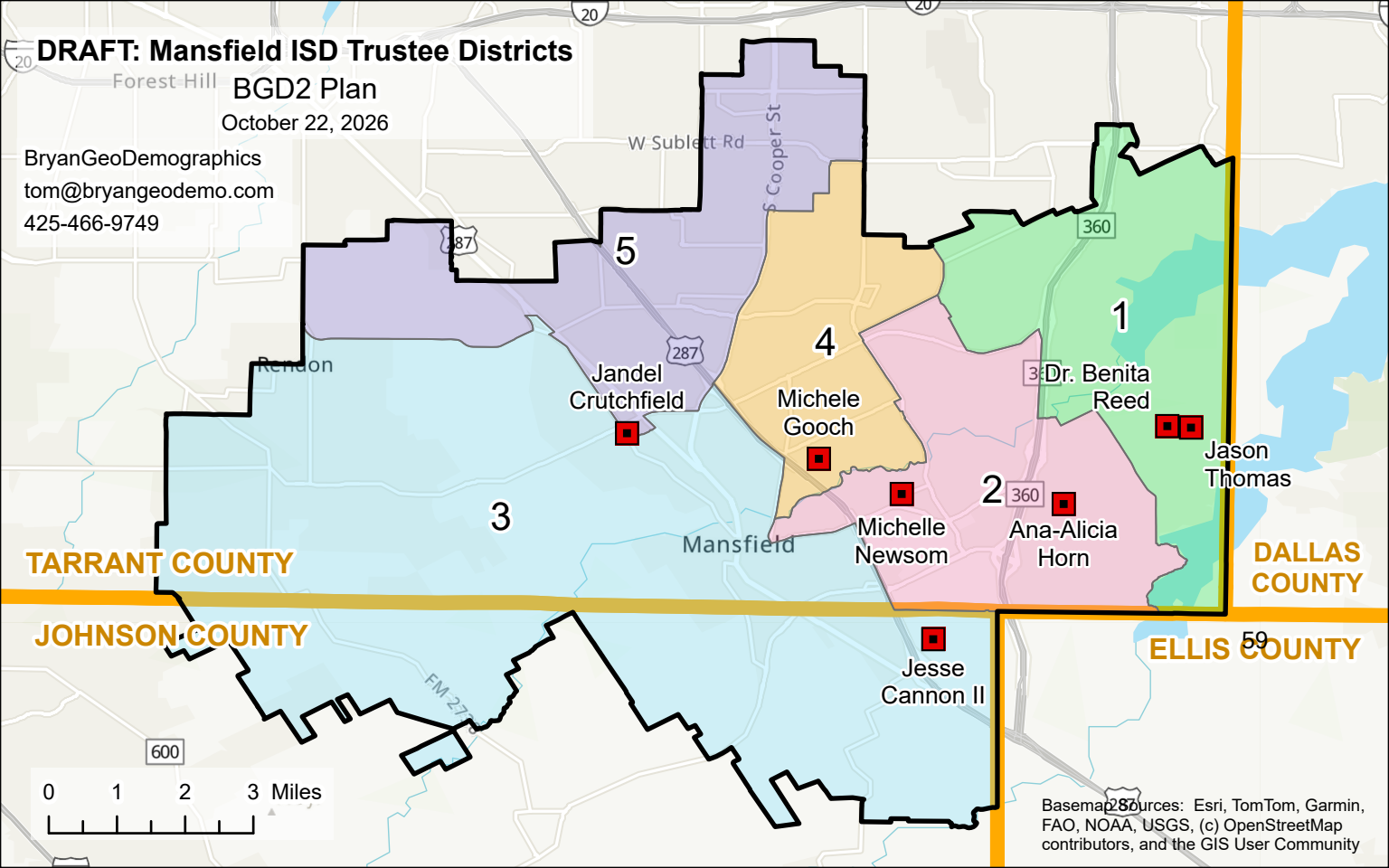
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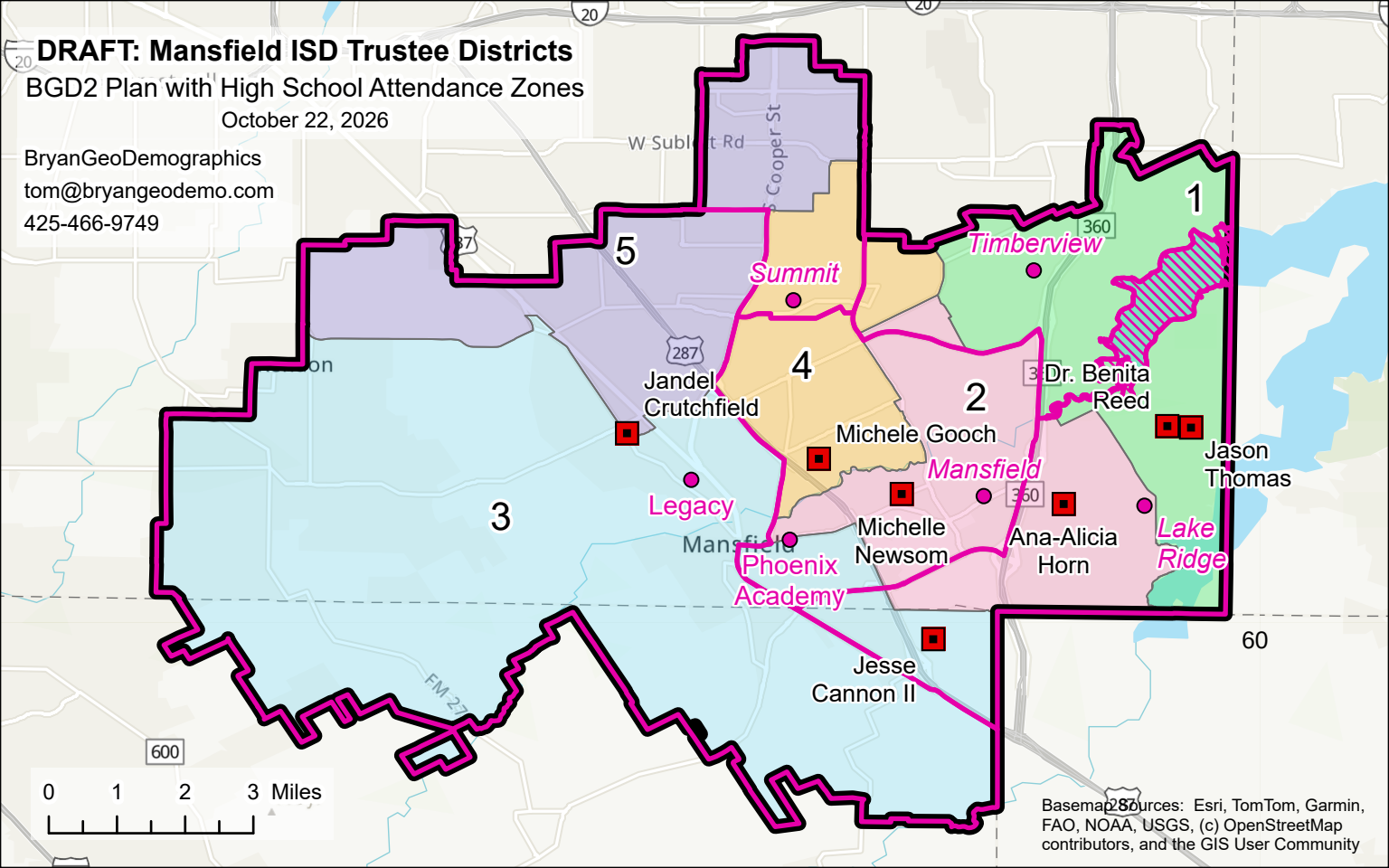
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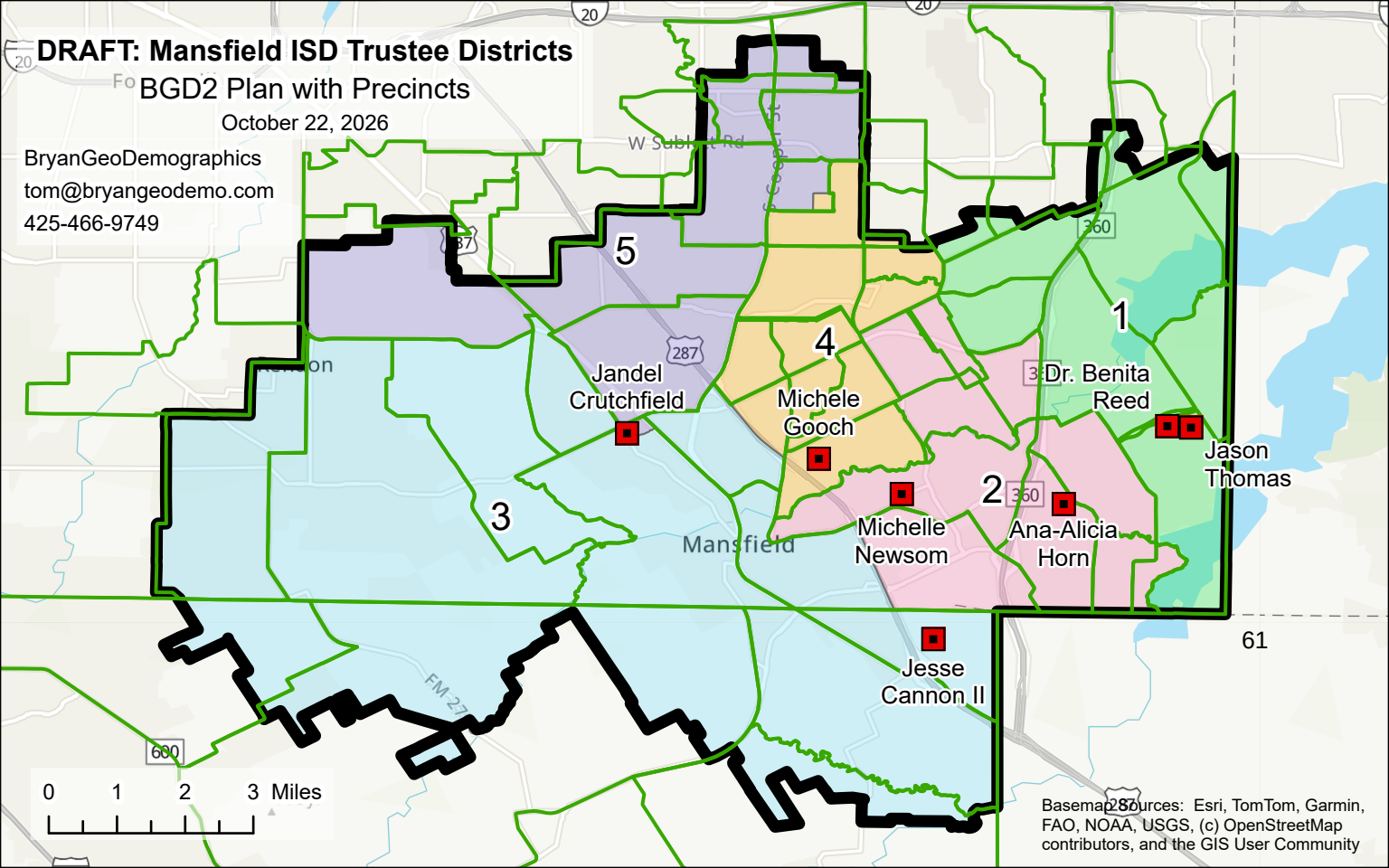
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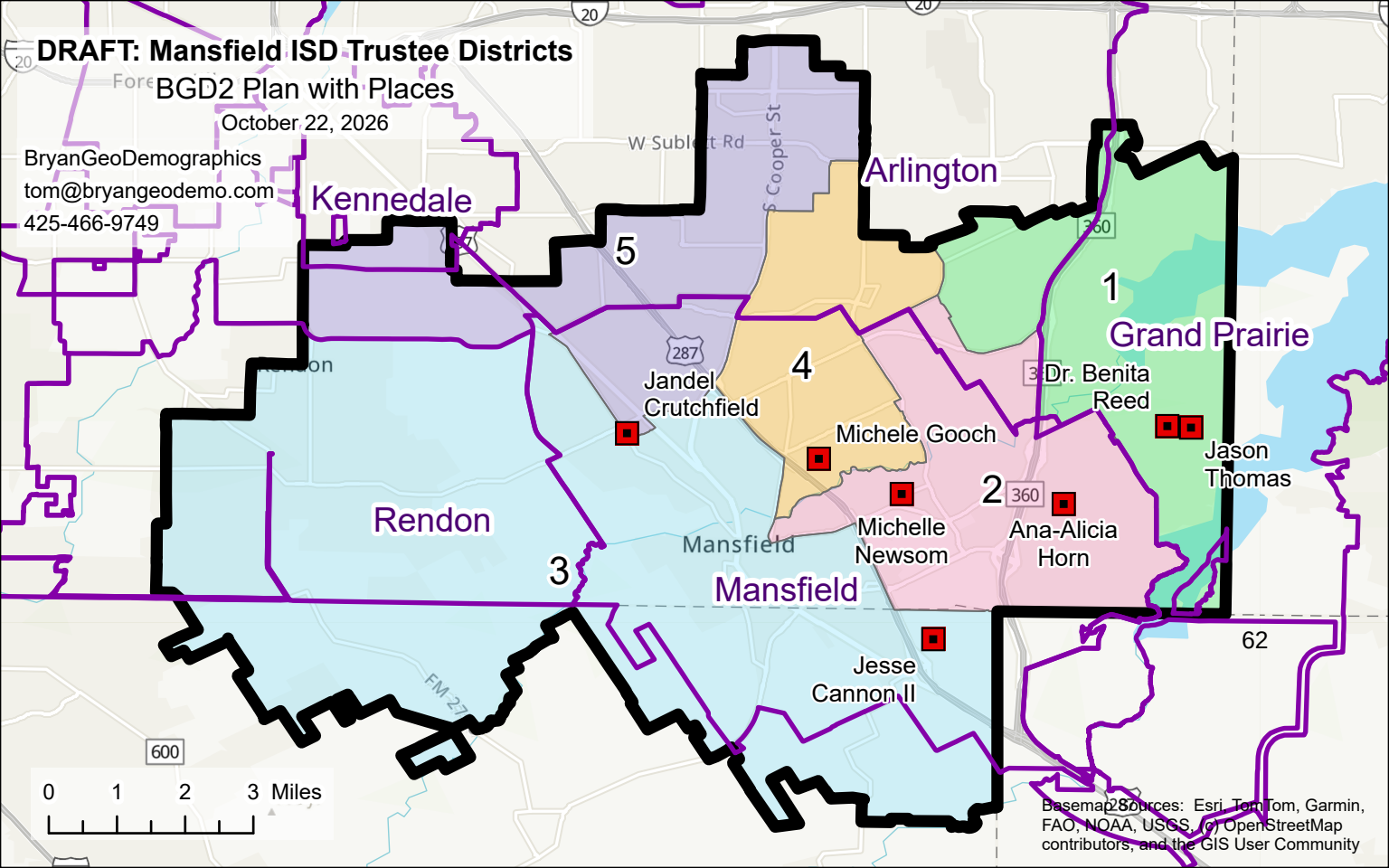
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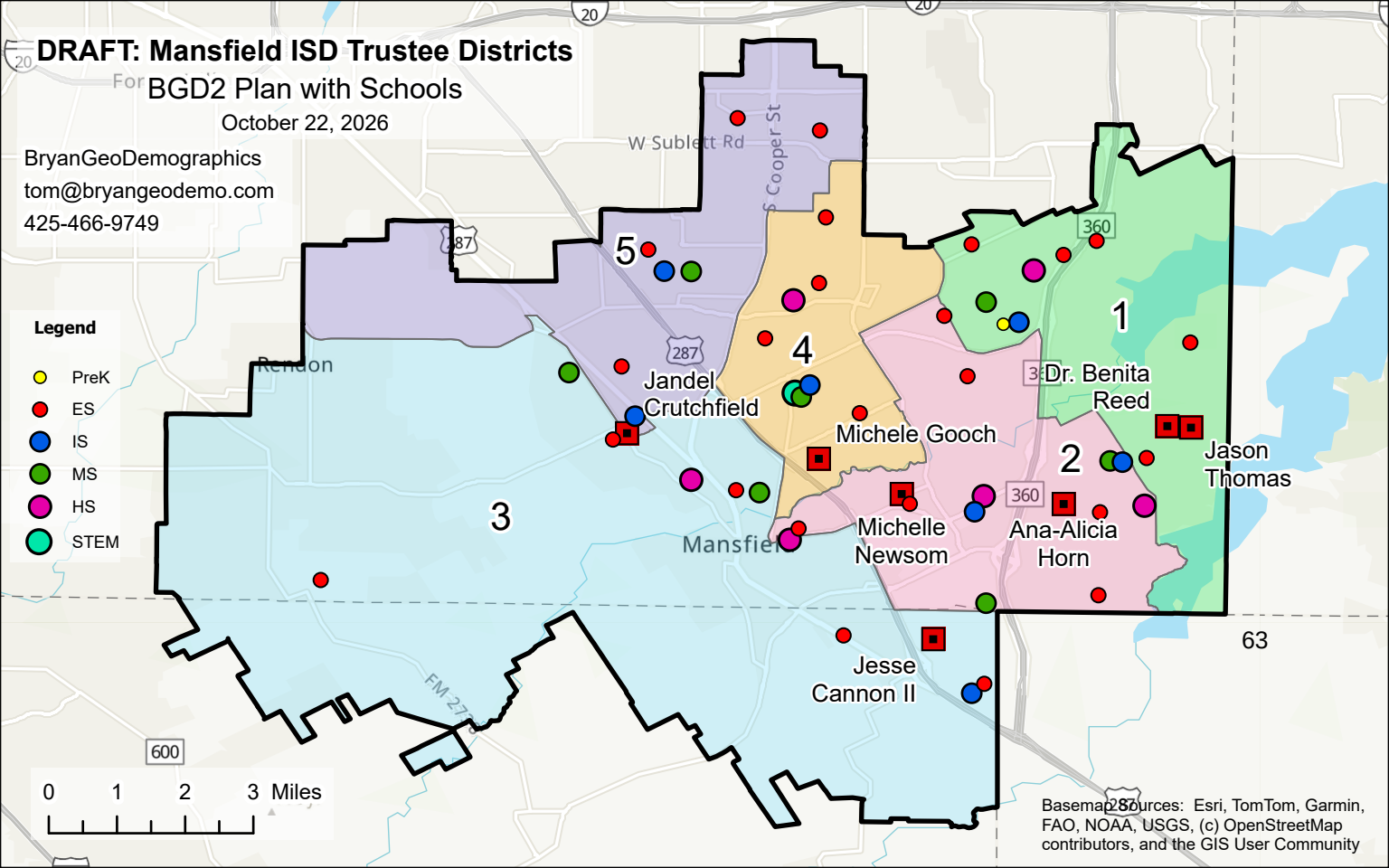
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MANSFIELD, TX ISD
PROPOSED 5-2 PLAN FOR TRUSTEES

PRESENTED BY THOMAS M. BRYAN – BRYANGEODEMO OCTOBER 27, 2026



WHO AM I?

- Thomas M. Bryan, president of BGD.
- We work on districting, *re*districting, Voting Rights Act (VRA), and National Voter Registration Act (NVRA) litigation, and complex, technical Geographic Information System (G.I.S.) projects.
  - These can be for congressional, state senate and house districts, counties, cities, and schools.
- We also work on small-area demographic research, including population projections.
- I served on the 2030 Census Advisory Committee (CAC).
- I am a court-appointed special master in redistricting.
- I am affiliated with the Population Association of America (PAA), the Southern Demographic Association (SDA), and the American Statistical Association (ASA).

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ASSIGNMENT

- Develop a plan to take Mansfield ISD from an at-large system to 5 single-member districts + 2 at-large trustees.
- Criteria:
  - Comply with the U.S. Constitution (14th Amendment, equal protection, Section 2 post-*Callais*);
  - Texas State law.
  - 2020 district population is 174,944. The target population for each district is 34,989.
  - Population equality allows +/- 5% deviation (1,750), but there needs to be a good reason for using it.

Rule	Texas requirement	Authority
Compactness	Trustee districts must be compact.	Tex. Educ. Code § 11.052(f)
Contiguity	Each trustee district must be contiguous.	§ 11.052(f)
Population equality	Districts must be as nearly as practicable equal in population.	§ 11.052(f)
Census-based review	The board must redistrict if the most populous district exceeds the least populous by more than 10%, subject to the statute's census and election timing provisions.	§ 11.052(i)
Deadline	Districts must be drawn no later than 90 days before the first trustee election under the new districts.	§ 11.052(f)
Election administration	The board must number the districts, and residents of each district elect one trustee.	§ 11.052(f)–(g)

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TRADITIONAL REDISTRICTING CRITERIA

- Compactness: Based largely on a district's physical shape and the distance between all parts of a district. A circle is a perfectly compact district under most measures.
- Contiguity: All parts of a district are connected. States sometimes make exceptions for parts of a district separated by water.
- Preservation of counties and other political subdivisions: Districts do not cross county, city, town, or other municipal boundaries.
- Preservation of communities of interest: Geographic areas, such as attendance areas or neighborhoods of a city or regions of a state, where residents have common interests
- Avoiding incumbent pairing: Avoid moving multiple incumbents into the same district.

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https://www.ncsl.org/elections-and-campaigns/redistricting-criteria

PLAN OPTIONS AND ANALYTIC APPROACH

- BGD2
- BGD_AUG

- Population equality
- Alignment with:
  - Traditional criteria
  - Place boundaries
  - Precinct boundaries
  - High school attendance areas

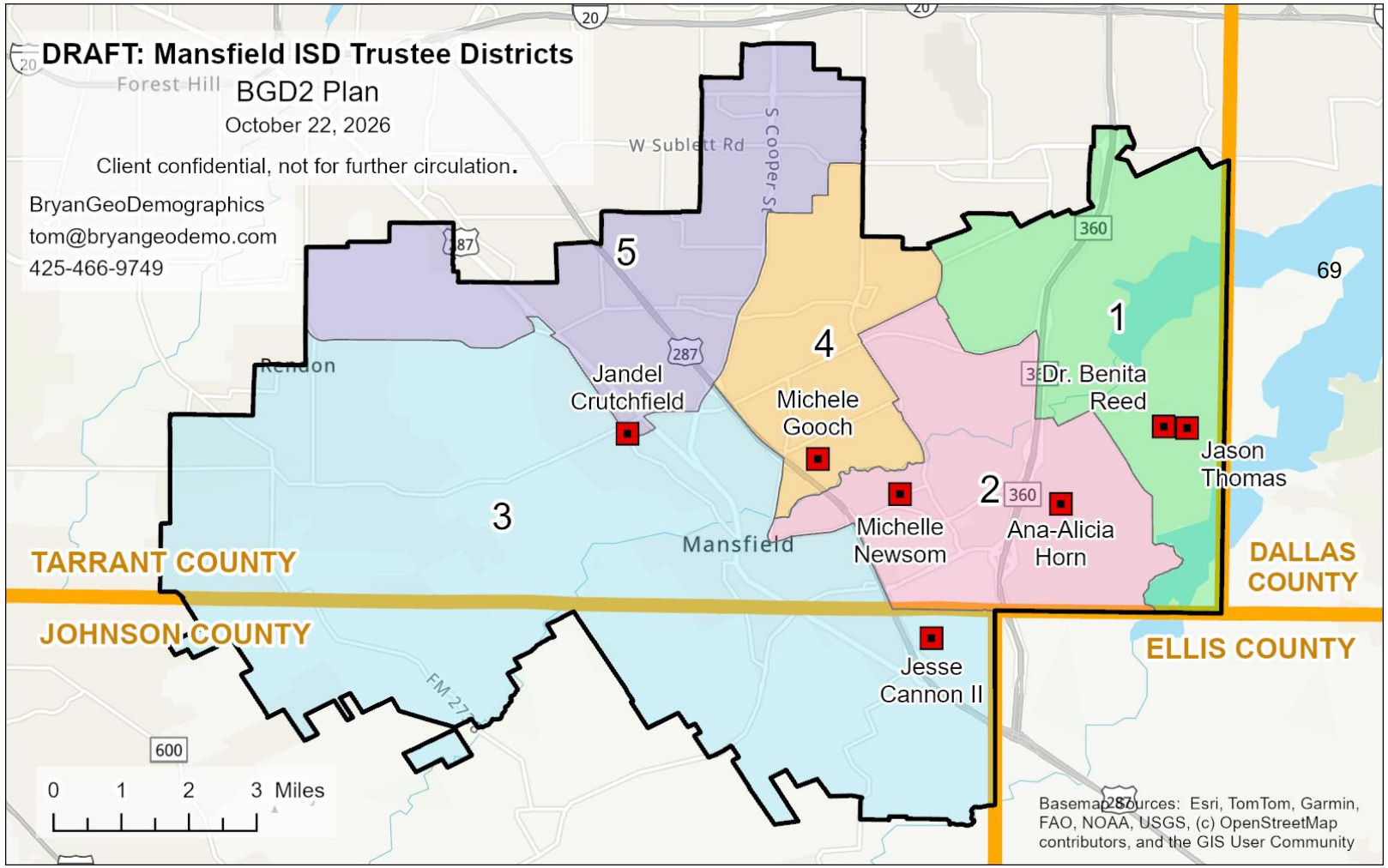
68

BGD2

Complies with the rules,

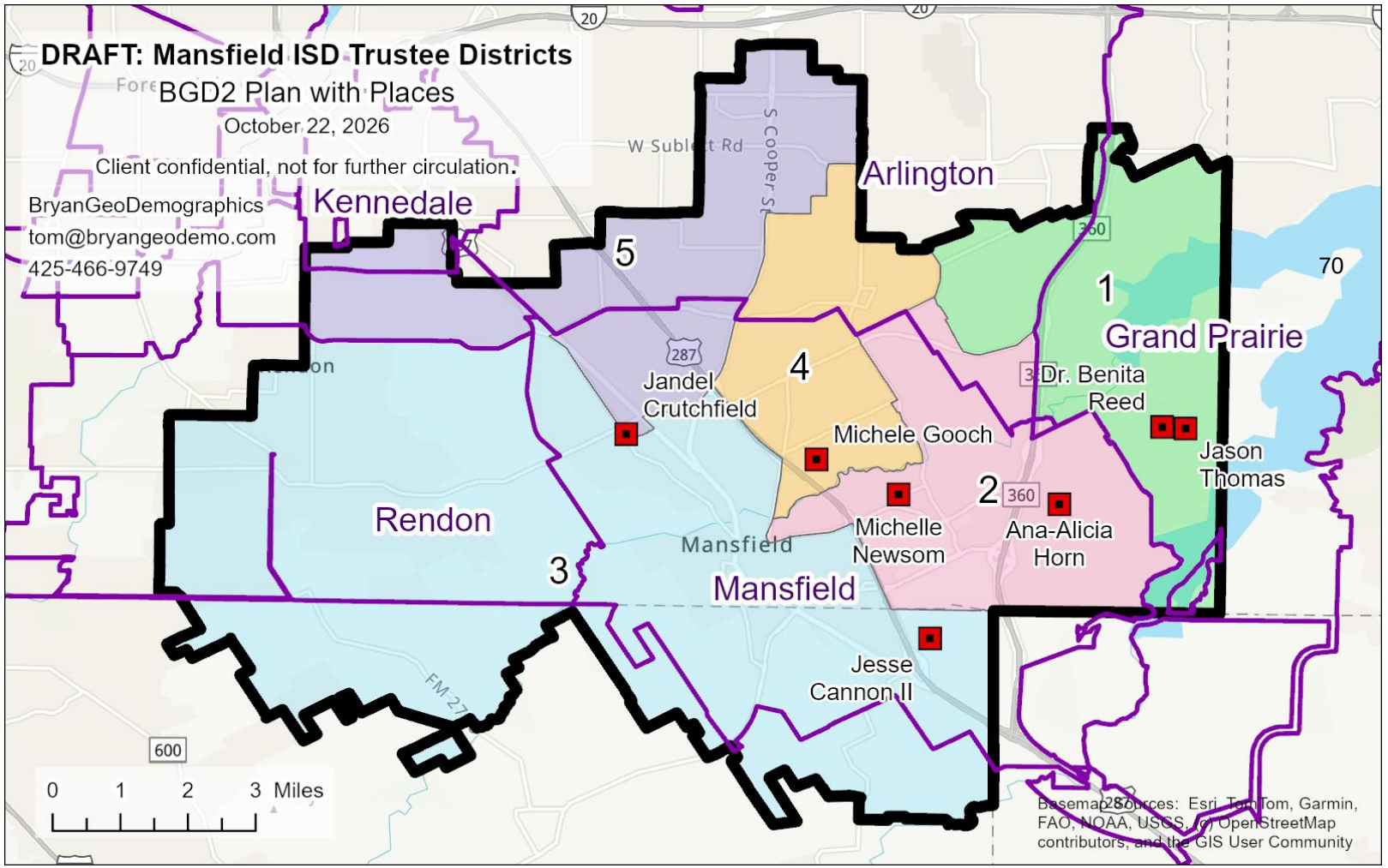
- Highly compact
- Small population deviation (4.1%, 1,440 people)

District	Population	# Deviation	% Deviation
1	35,627	638	1.8%
2	34,183	-806	-2.3%
3	34,926	-63	-0.2%
4	35,162	173	0.5%
5	35,046	57	0.2%
Grand Total	**174,944**		



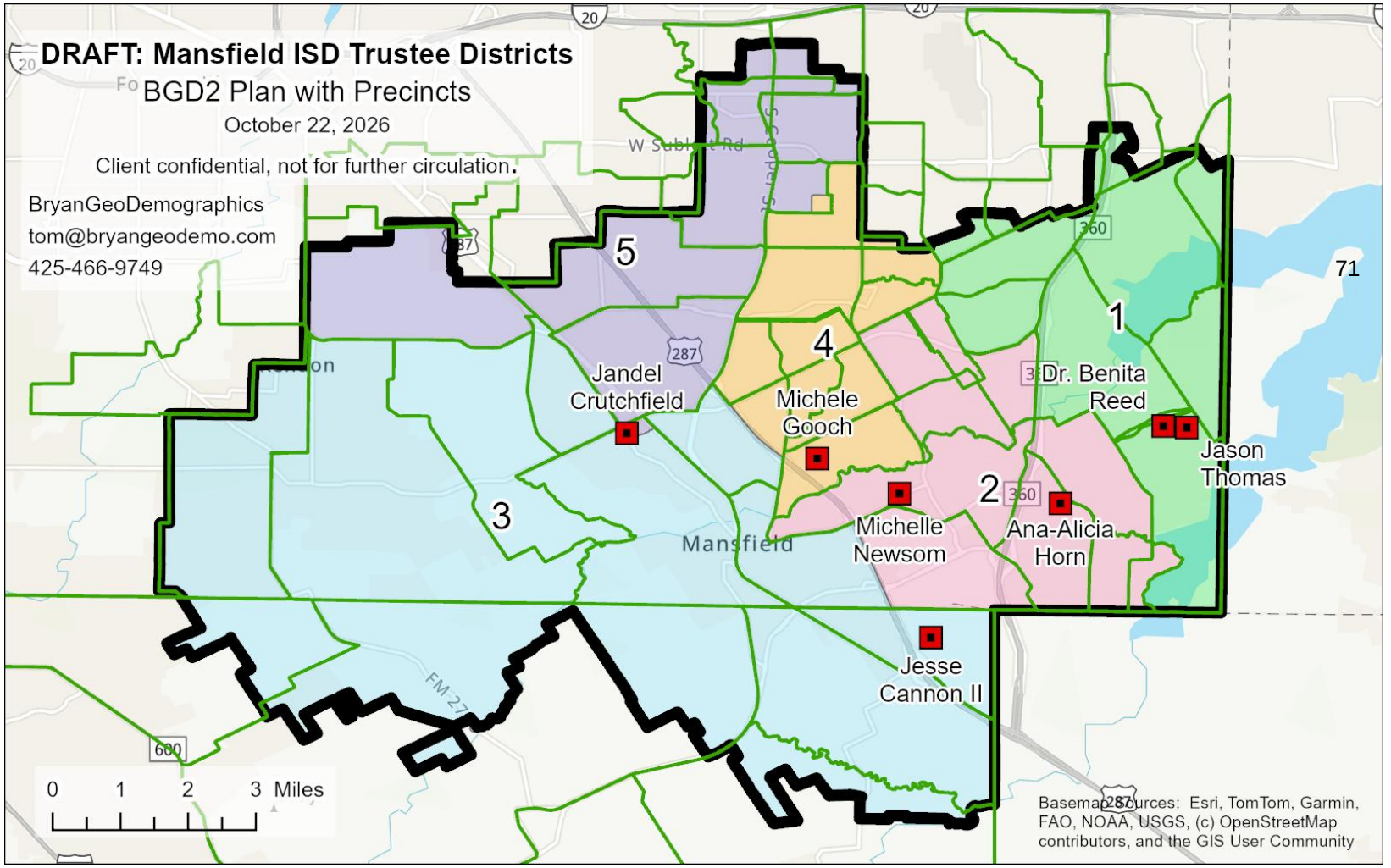
BGD2 AND PLACES

Good coverage of places. Mansfield has 4 trustees and would not be covered by D1.



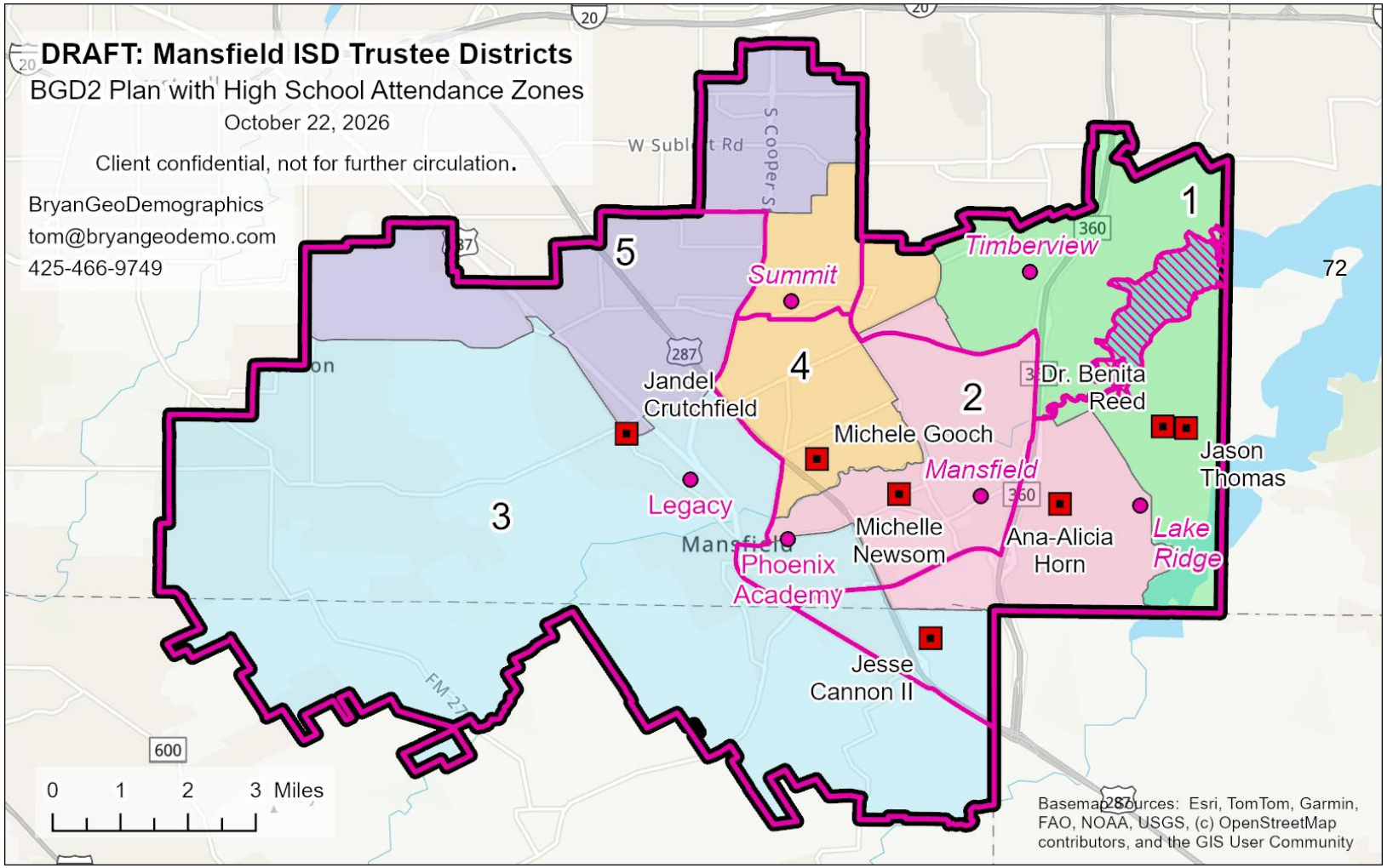
BGD2 AND VOTING PRECINCTS

Significant compliance with current voting precincts



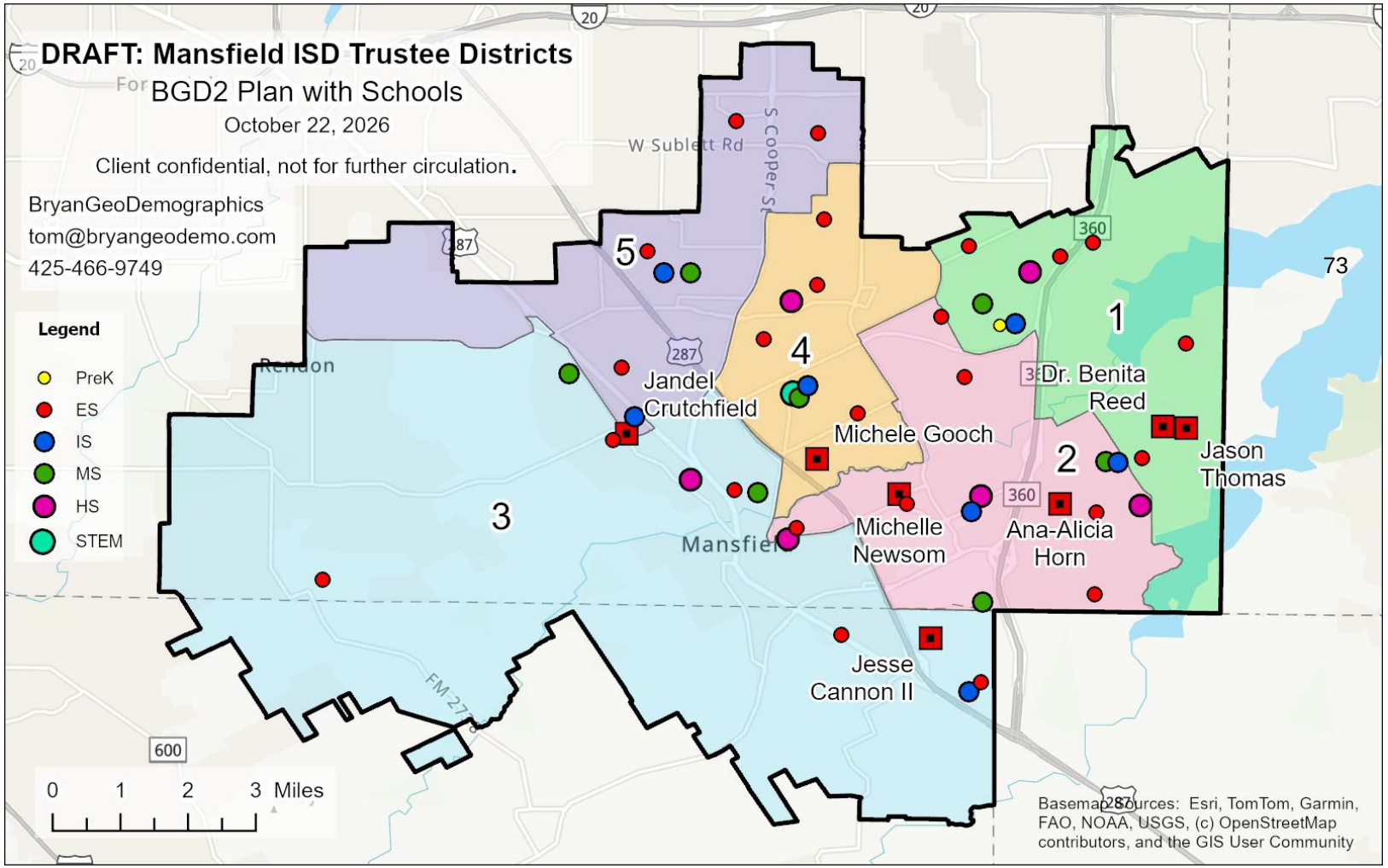
BGD2 AND HS ATTENDANCE AREAS

Significant compliance with high school attendance area boundaries



BGD2 AND SCHOOLS

Good distribution of schools across districts

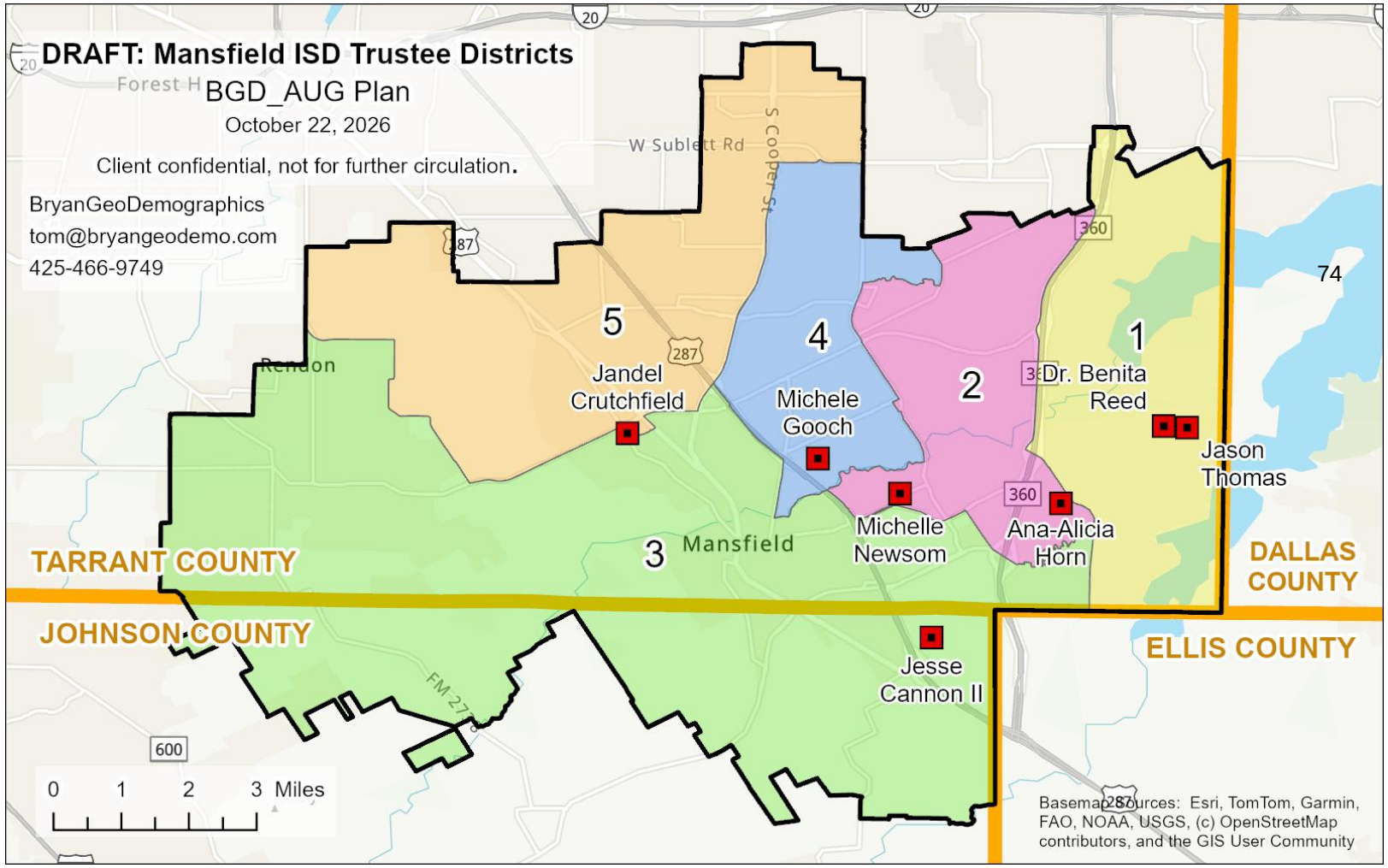


BGD_AUG

Complies with the rules,

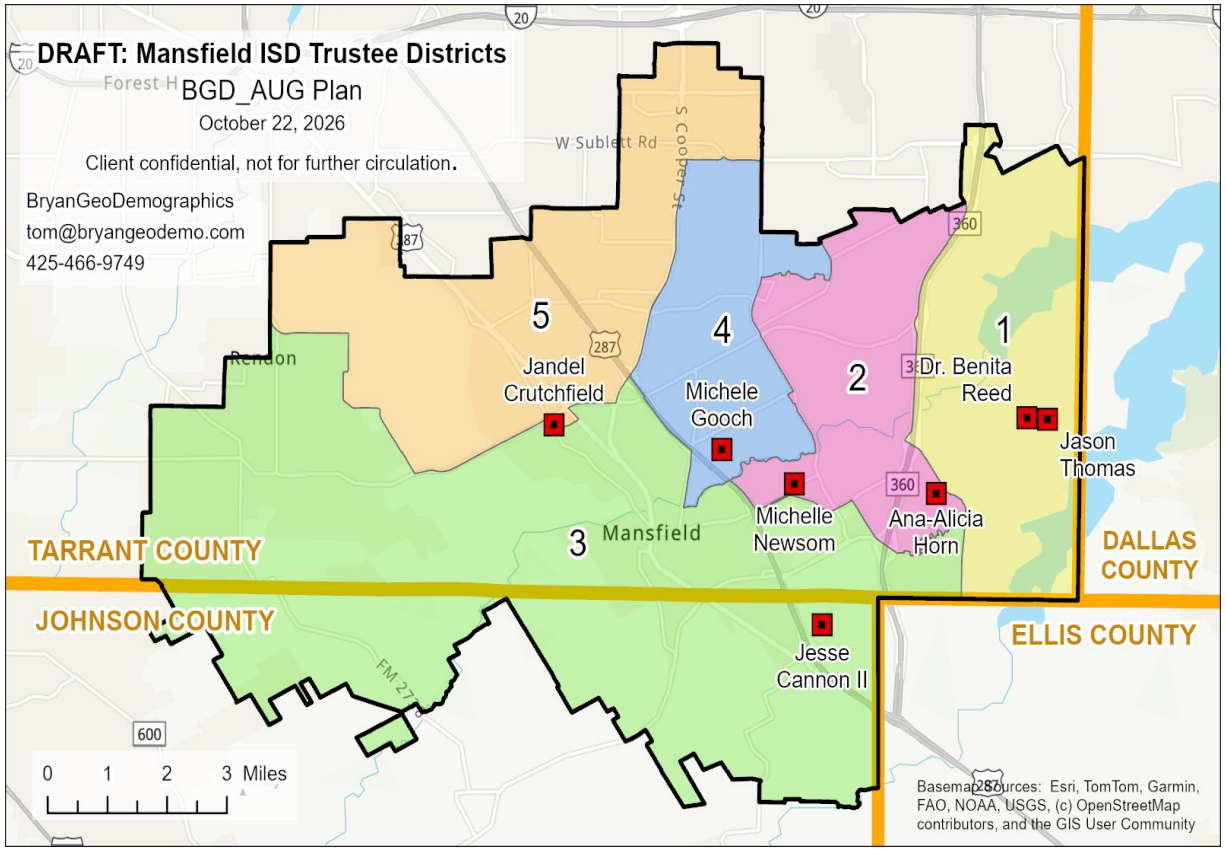
- Even more compact than BGD2
- Smaller population deviation (2.6%, or 909 people)

District	Population	# Deviation	% Deviation
1	34,346	-643	-1.8%
2	35,255	266	0.8%
3	35,074	85	0.2%
4	35,123	134	0.4%
5	35,146	157	0.4%
Grand Total	**174,944**		

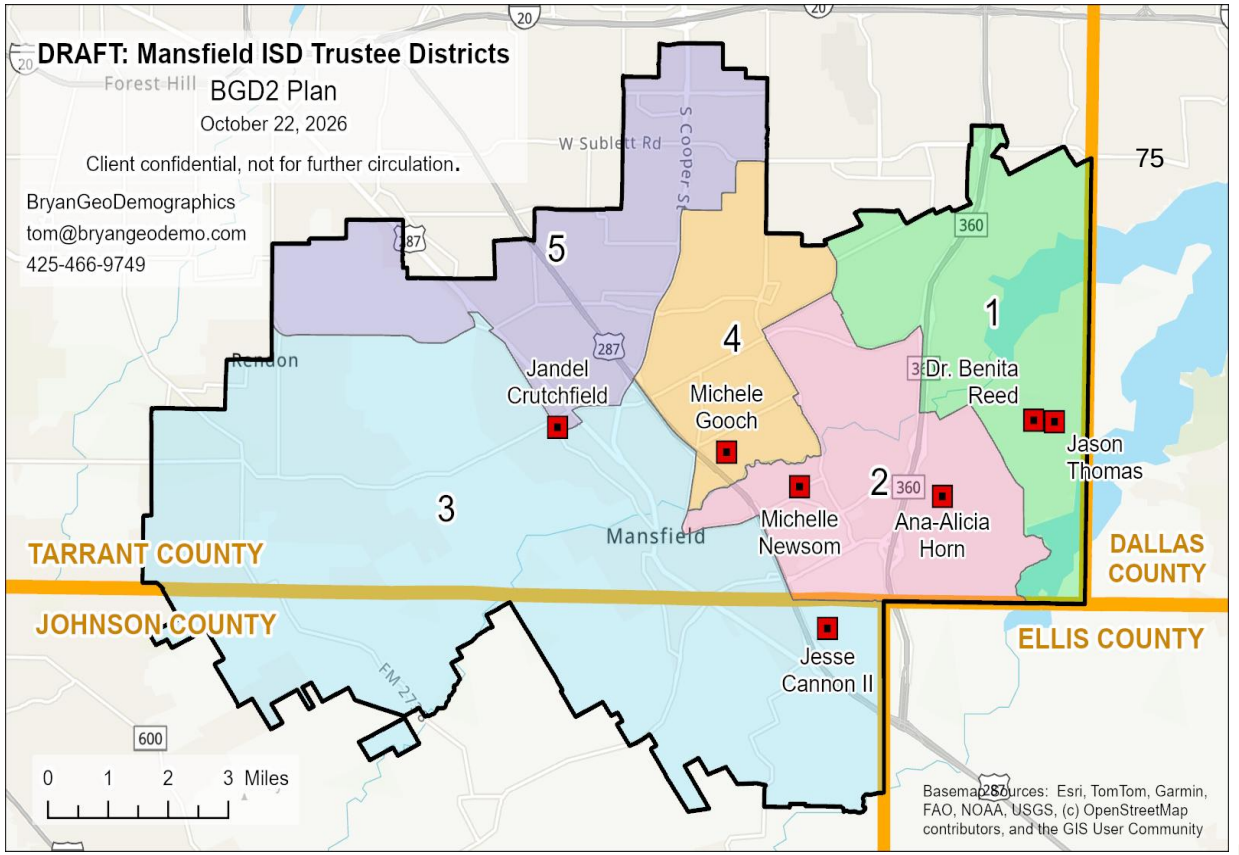


BGD_AUG V. BGD2

BGD_AUG



BGD2



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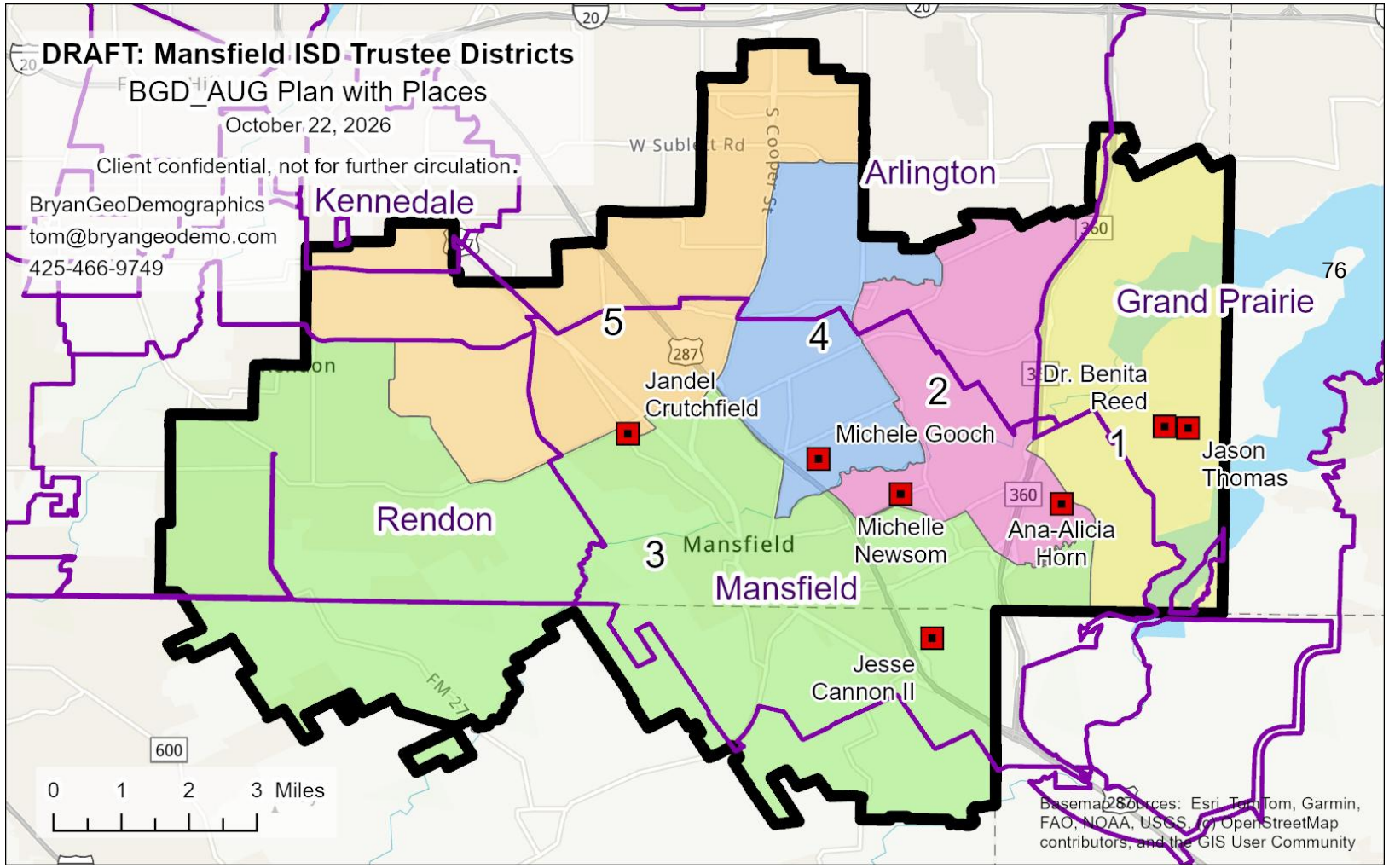
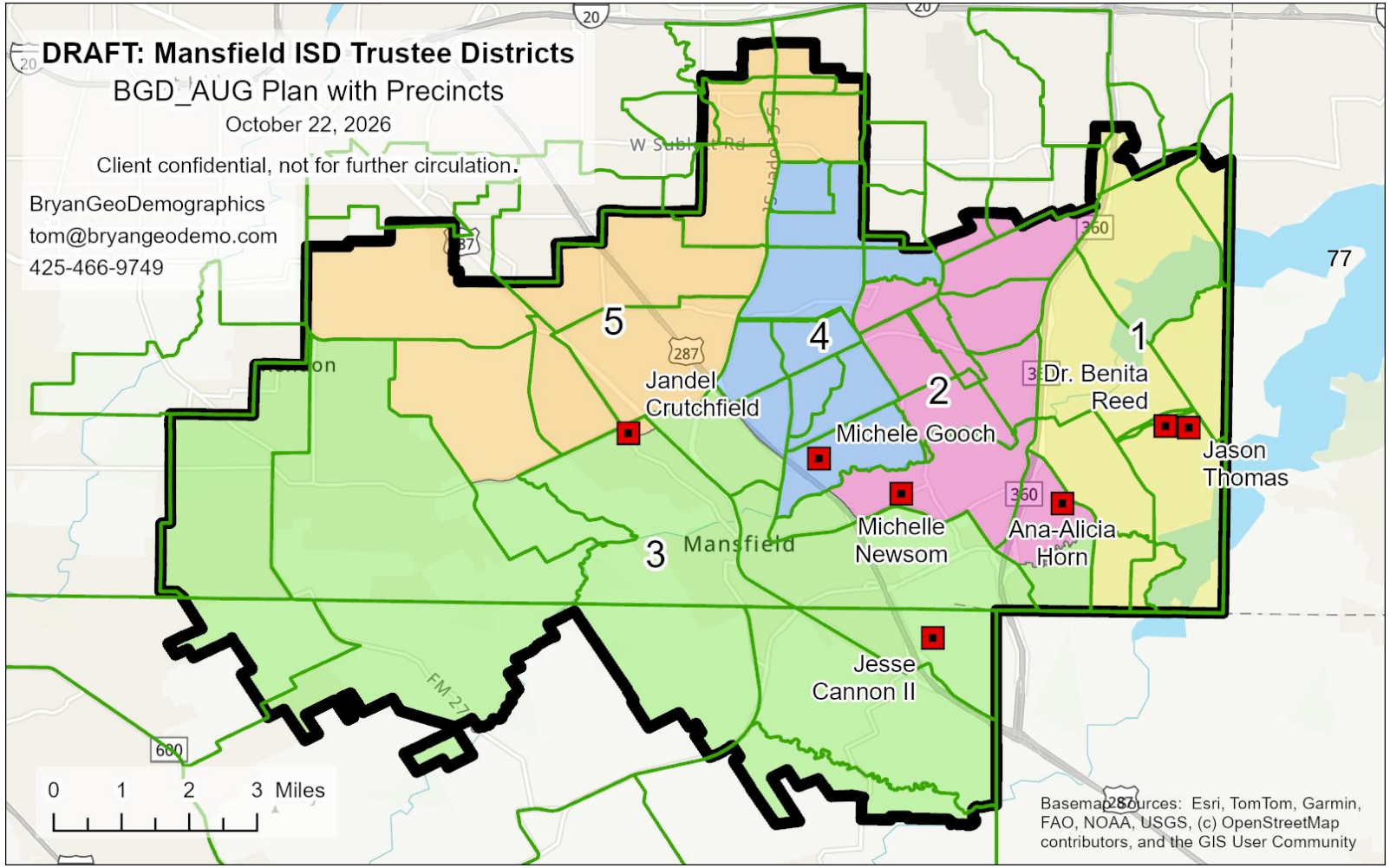


BGD_AUG AND VOTING PRECINCTS

Significant compliance with current voting precincts



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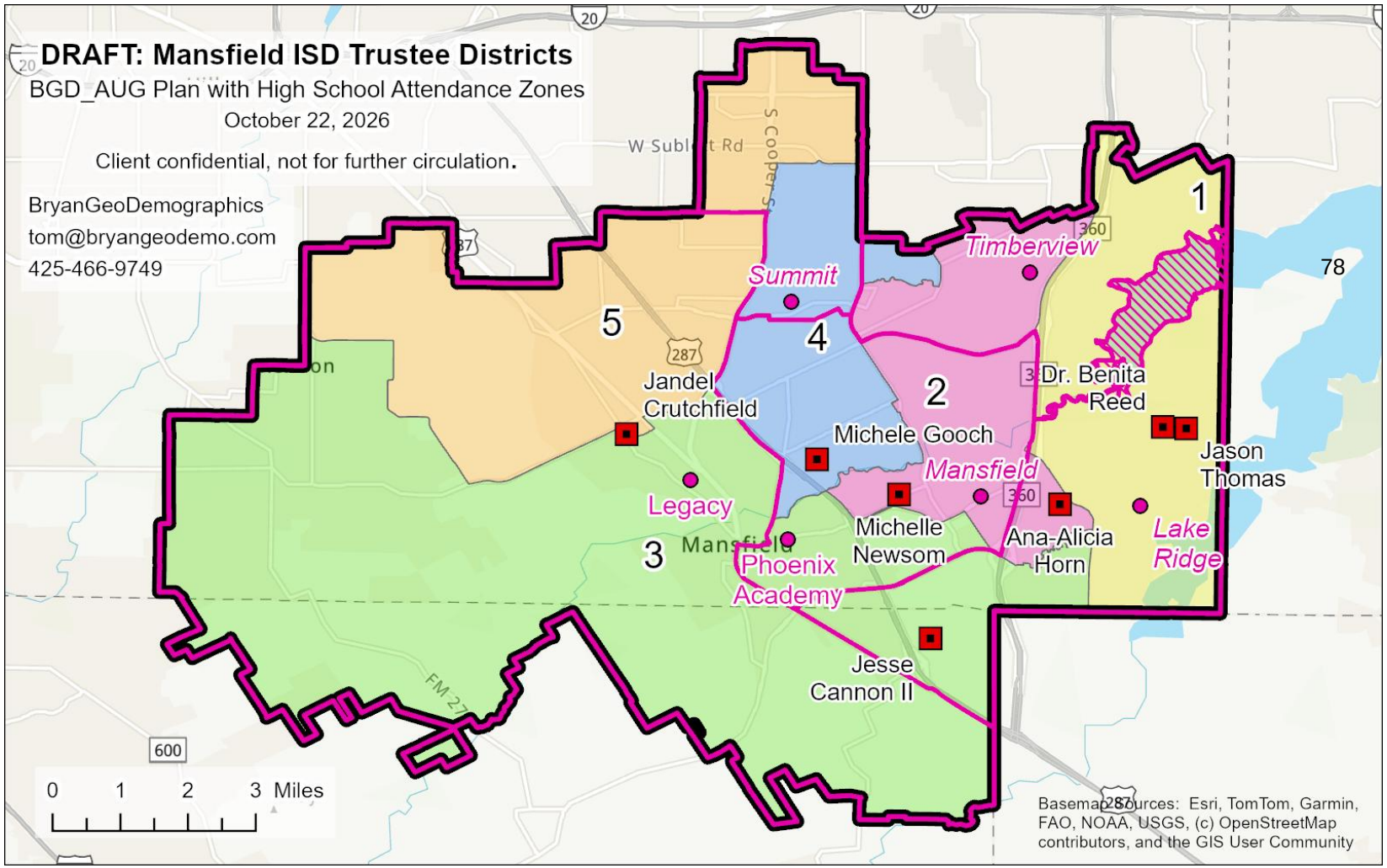

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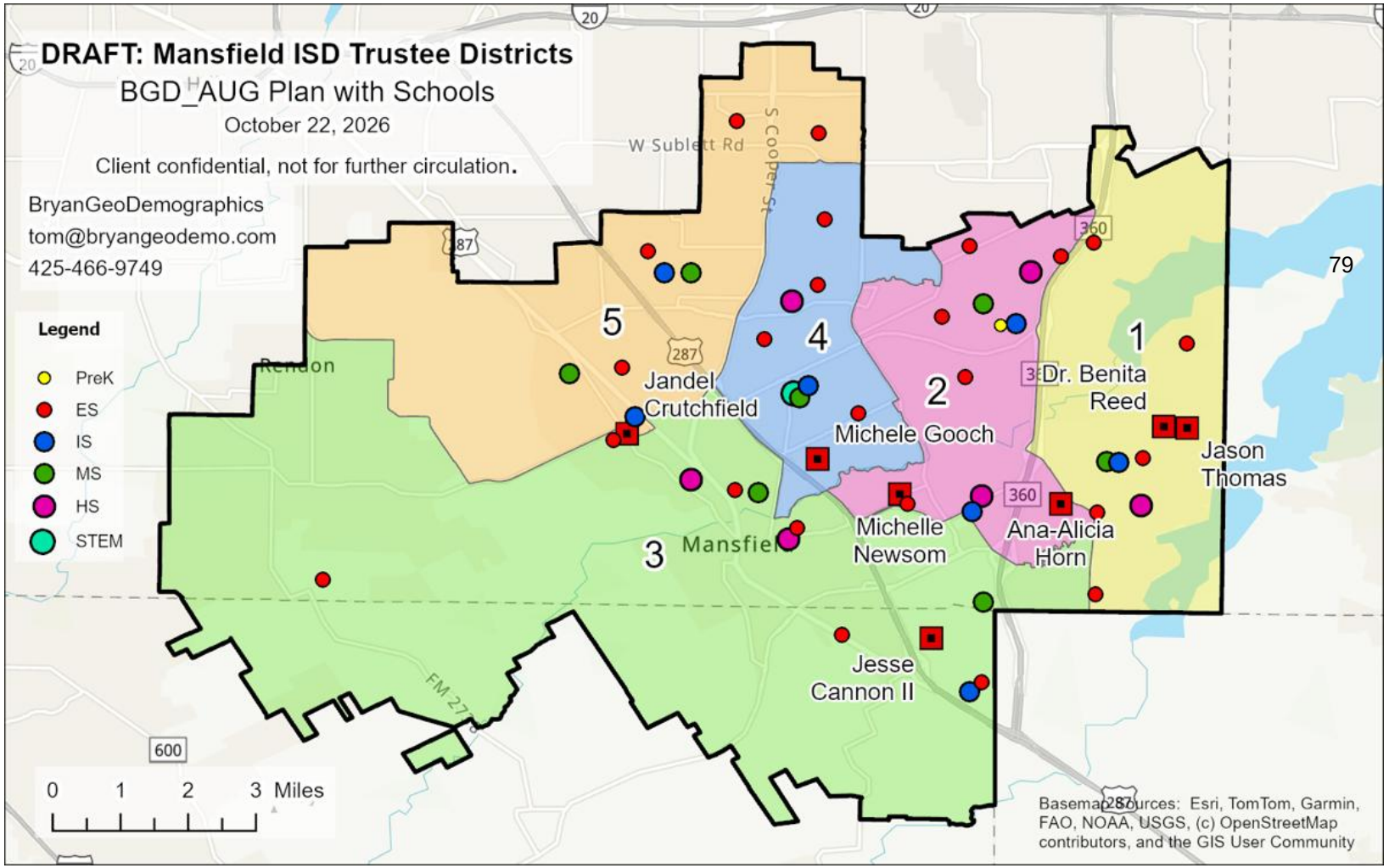

MANSFIELD, TX ISD
PROPOSED 5-2 PLAN FOR TRUSTEES

PRESENTED BY THOMAS M. BRYAN – BRYANGEODEMO OCTOBER 27, 2026



WHO AM I?

- Thomas M. Bryan, president of BGD.
- We work on districting, *re*districting, Voting Rights Act (VRA), and National Voter Registration Act (NVRA) litigation, and complex, technical Geographic Information System (G.I.S.) projects. 81
  - These can be for congressional, state senate and house districts, counties, cities, and schools.
- We also work on small-area demographic research, including population projections.
- I served on the 2030 Census Advisory Committee (CAC).
- I am a court-appointed special master in redistricting.
- I am affiliated with the Population Association of America (PAA), the Southern Demographic Association (SDA), and the American Statistical Association (ASA).

ASSIGNMENT

- Develop a plan to take Mansfield ISD from an at-large system to 5 single-member districts + 2 at-large trustees.
- Criteria:
  - Comply with the U.S. Constitution (14th Amendment, equal protection, Section 2 post-*Callais*);
  - Texas State law.
  - 2020 district population is 174,944. The target population for each district is 34,989.
  - Population equality allows +/- 5% deviation (1,750), but there needs to be a good reason for using it.

Rule	Texas requirement	Authority
Compactness	Trustee districts must be compact.	Tex. Educ. Code § 11.052(f)
Contiguity	Each trustee district must be contiguous.	§ 11.052(f)
Population equality	Districts must be as nearly as practicable equal in population.	§ 11.052(f)
Census-based review	The board must redistrict if the most populous district exceeds the least populous by more than 10%, subject to the statute's census and election timing provisions.	§ 11.052(i)
Deadline	Districts must be drawn no later than 90 days before the first trustee election under the new districts.	§ 11.052(f)
Election administration	The board must number the districts, and residents of each district elect one trustee.	§ 11.052(f)–(g)

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TRADITIONAL REDISTRICTING CRITERIA

- Compactness: Based largely on a district's physical shape and the distance between all parts of a district. A circle is a perfectly compact district under most measures.
- Contiguity: All parts of a district are connected. States sometimes make exceptions for parts of a district separated by water.
- Preservation of counties and other political subdivisions: Districts do not cross county, city, town, or other municipal boundaries.
- Preservation of communities of interest: Geographic areas, such as attendance areas or neighborhoods of a city or regions of a state, where residents have common interests
- Avoiding incumbent pairing: Avoid moving multiple incumbents into the same district.

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https://www.ncsl.org/elections-and-campaigns/redistricting-criteria

PLAN OPTIONS AND ANALYTIC APPROACH

- BGD2
- BGD_AUG

- Population equality
- Alignment with:
  - Traditional criteria
  - Place boundaries
  - Precinct boundaries
  - High school attendance areas

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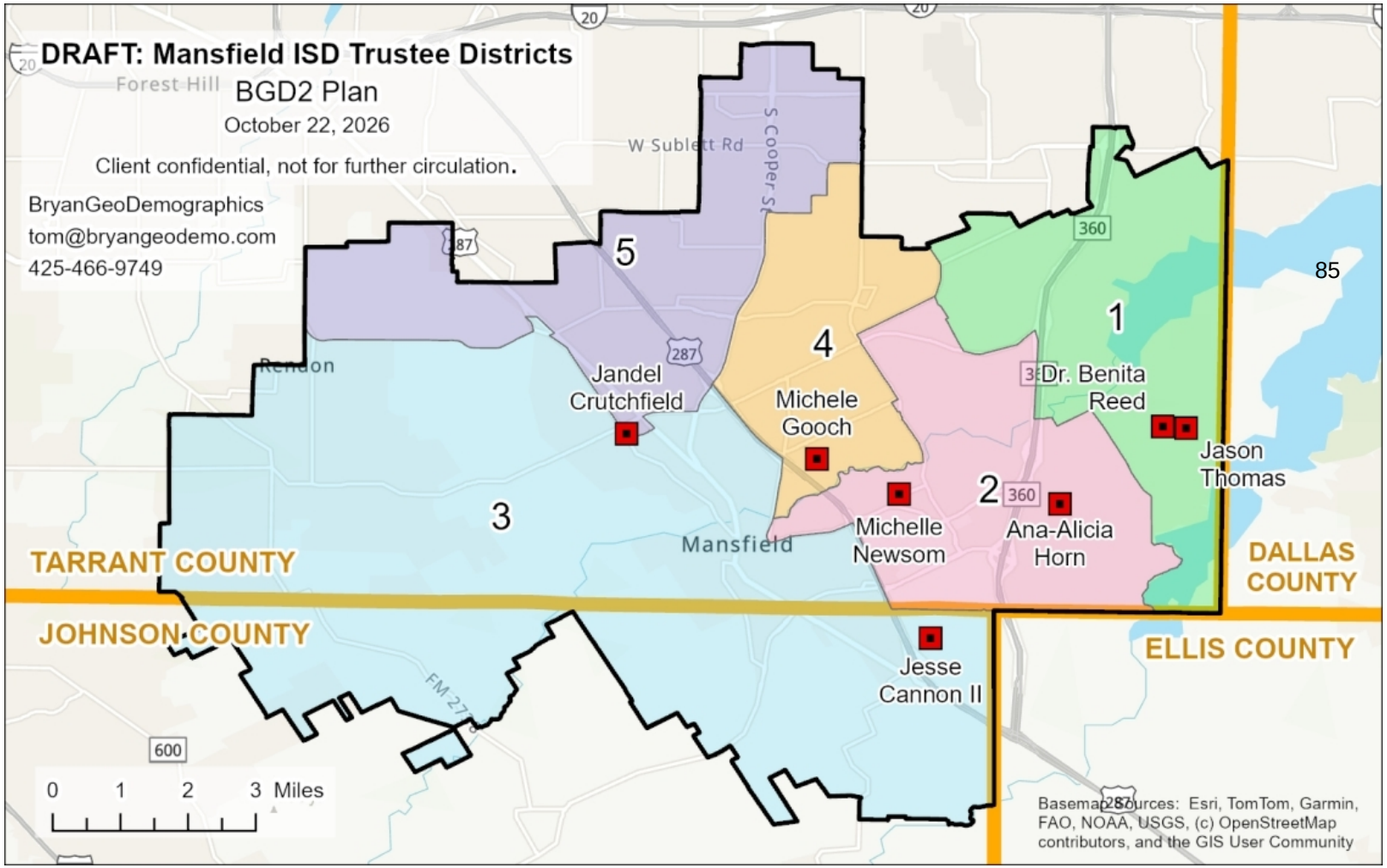
BGD2

Complies with the rules,

- Highly compact
- Small population deviation (4.1%, 1,440 people)

District	Population	# Deviation	% Deviation
1	35,627	638	1.8%
2	34,183	-806	-2.3%
3	34,926	-63	-0.2%
4	35,162	173	0.5%
5	35,046	57	0.2%
Grand Total	**174,944**		



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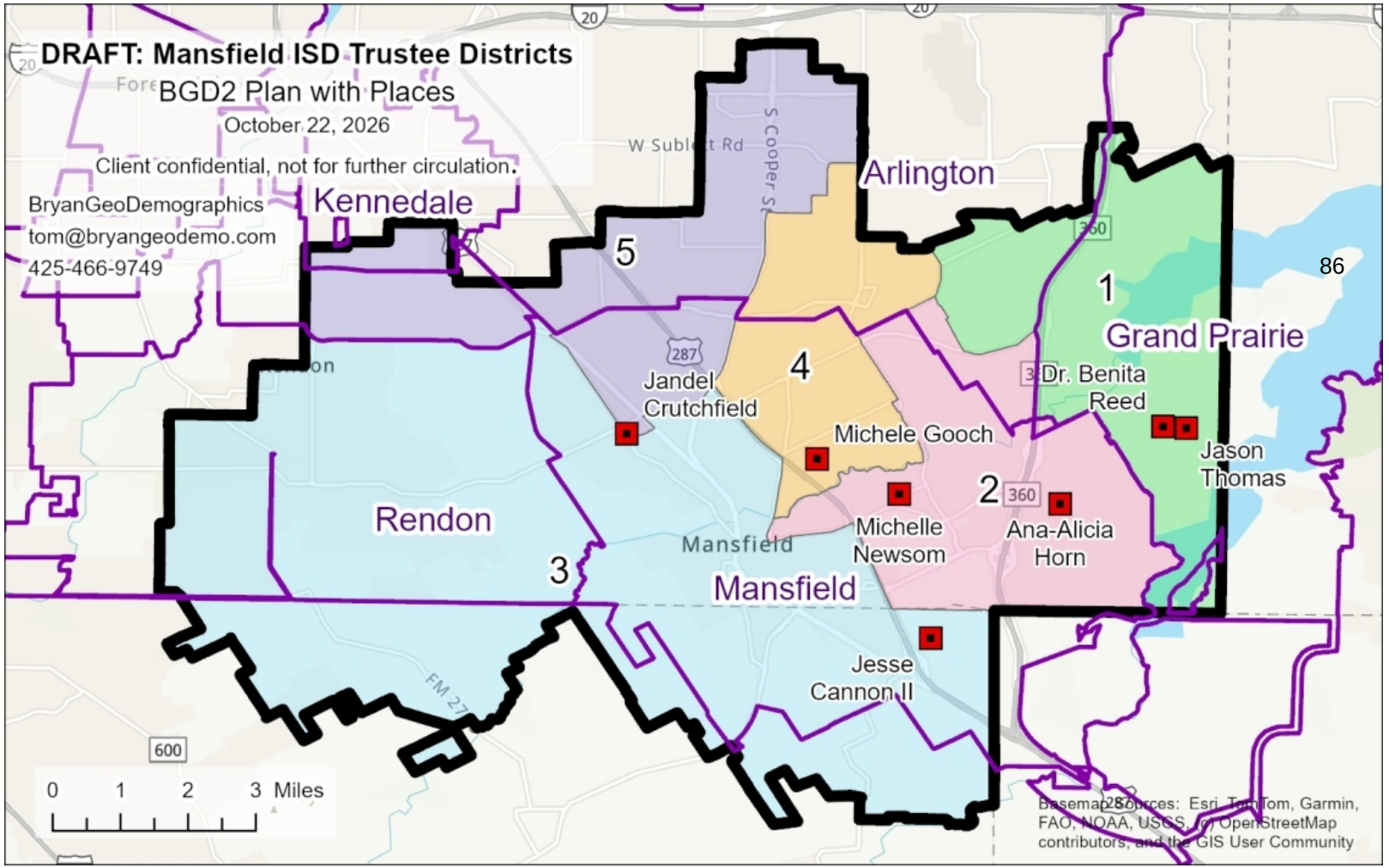
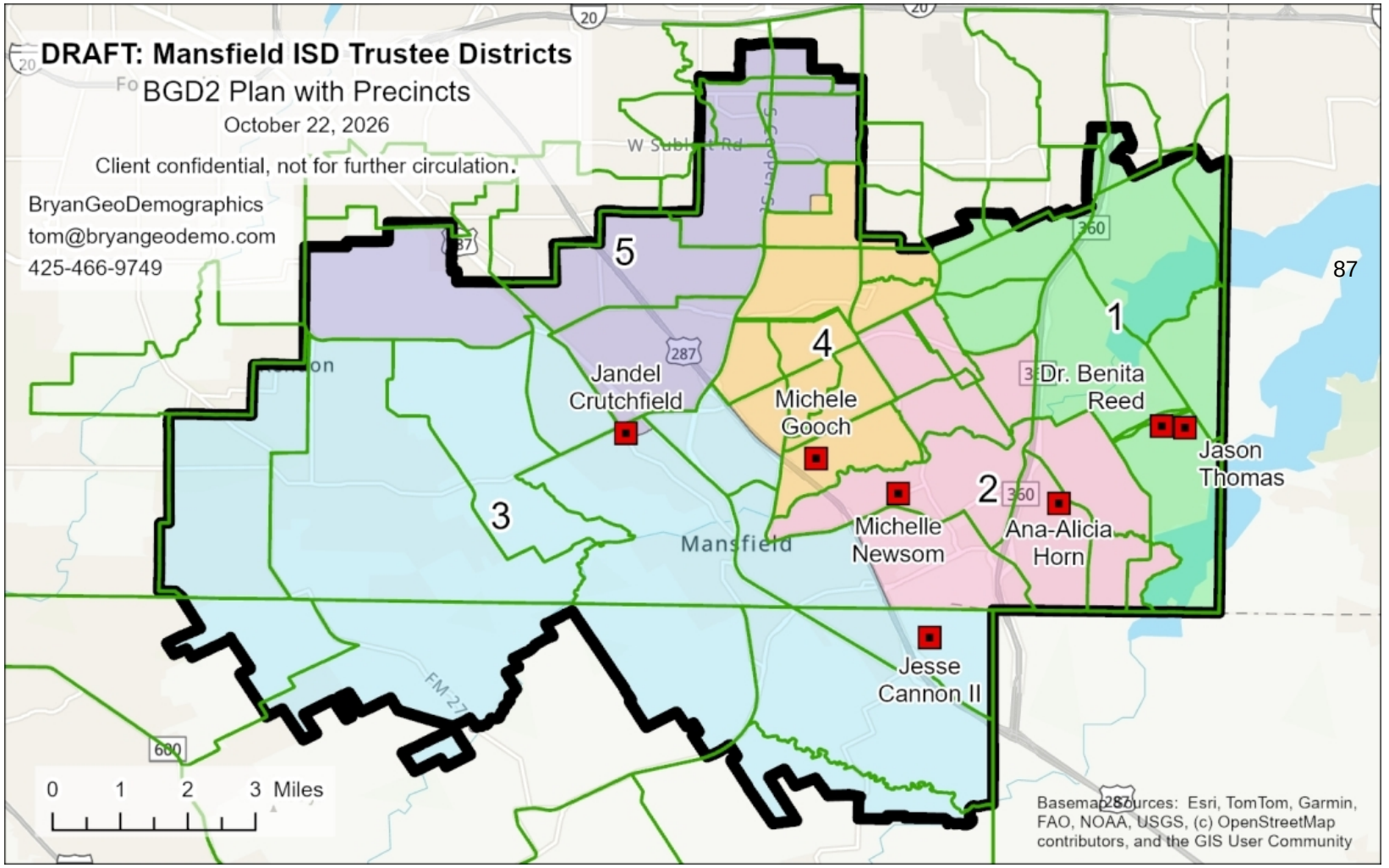


BGD2 AND VOTING PRECINCTS

Significant compliance with current voting precincts



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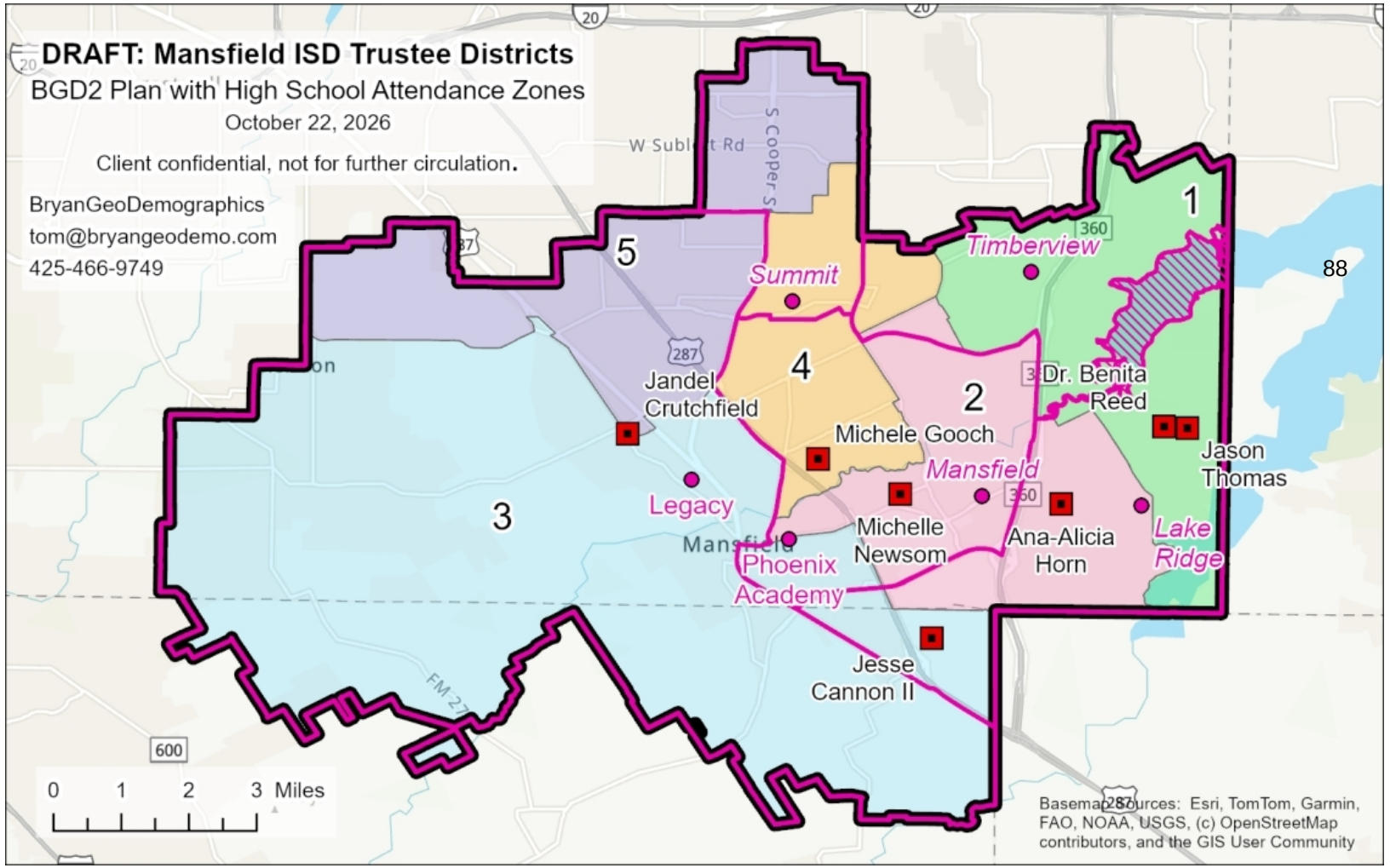

BGD2 AND SCHOOLS

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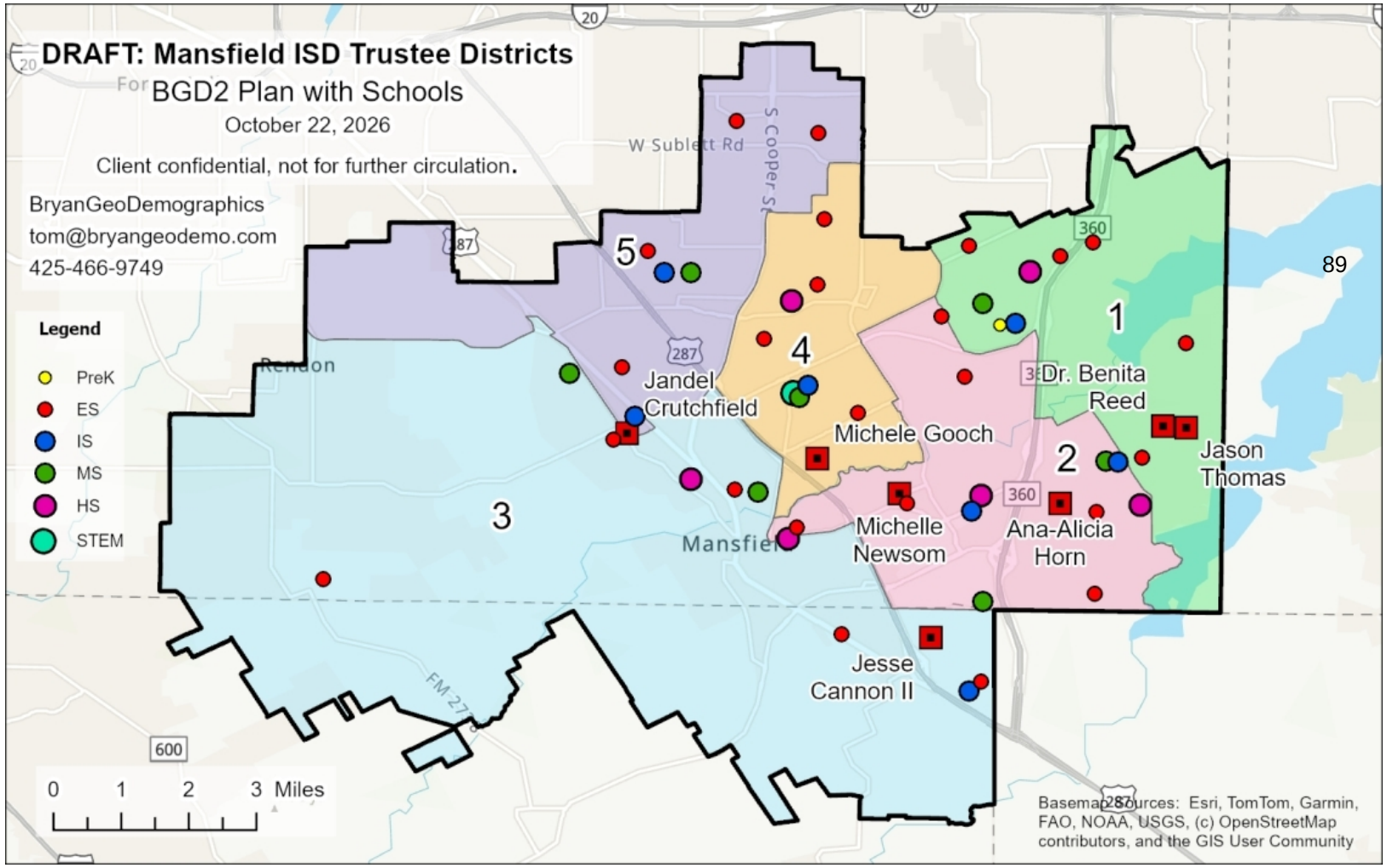

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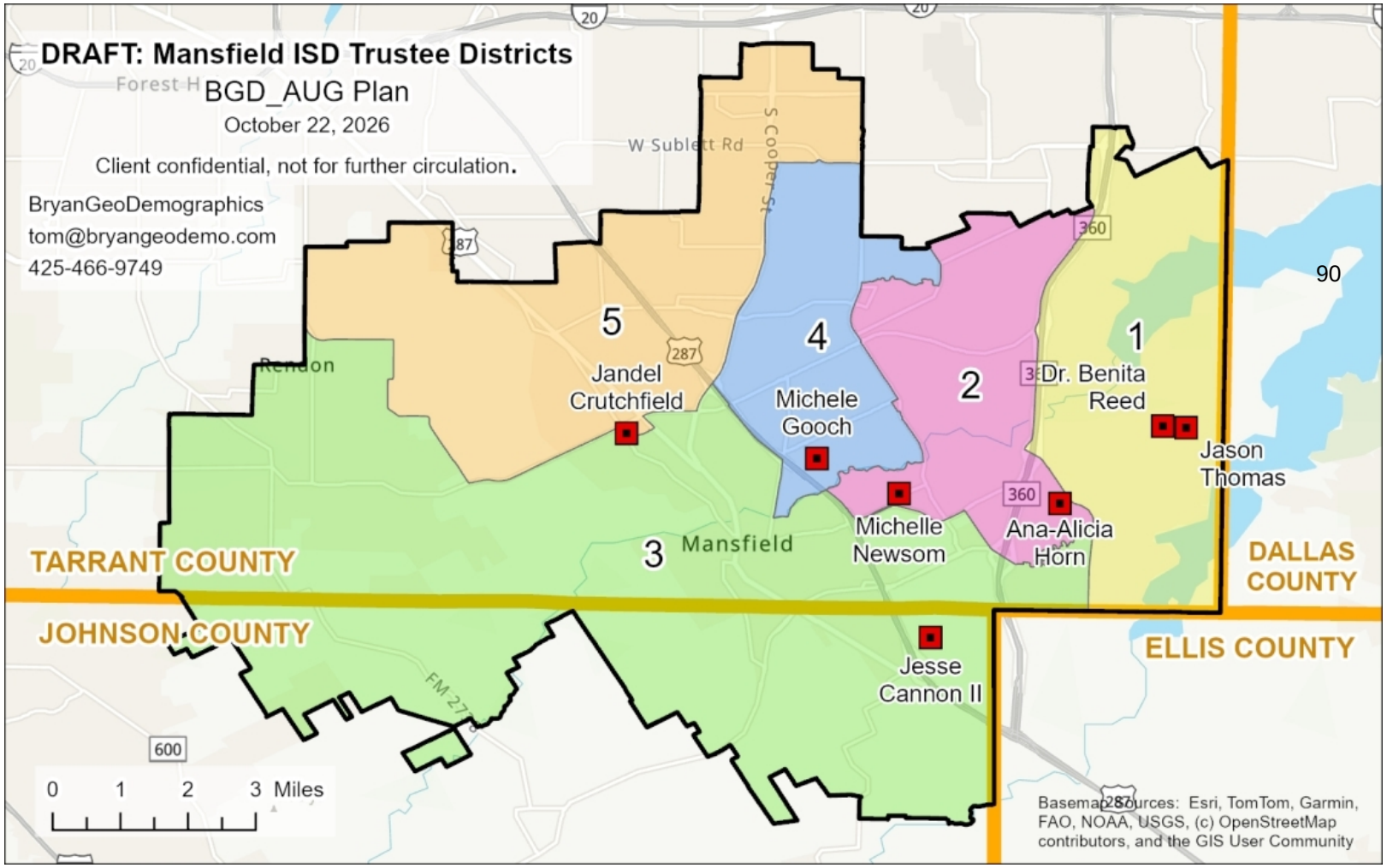
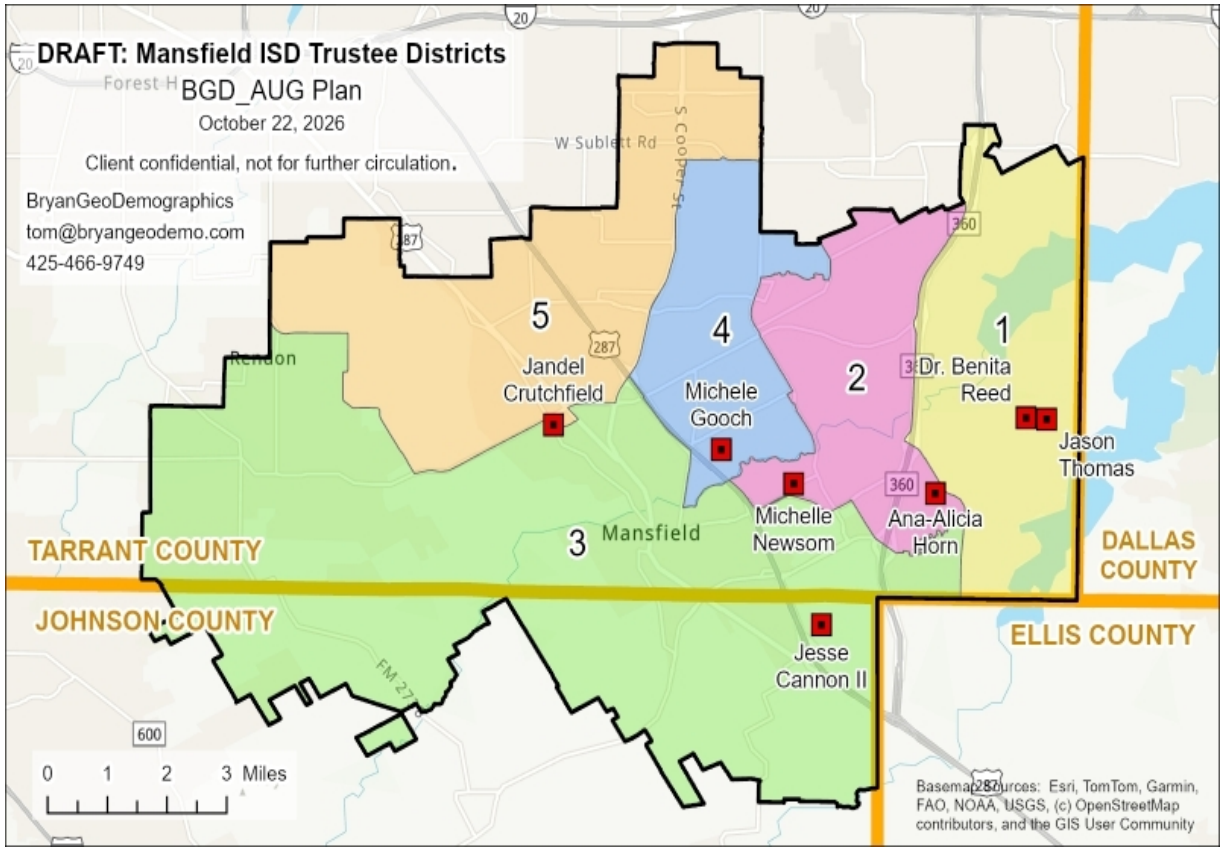
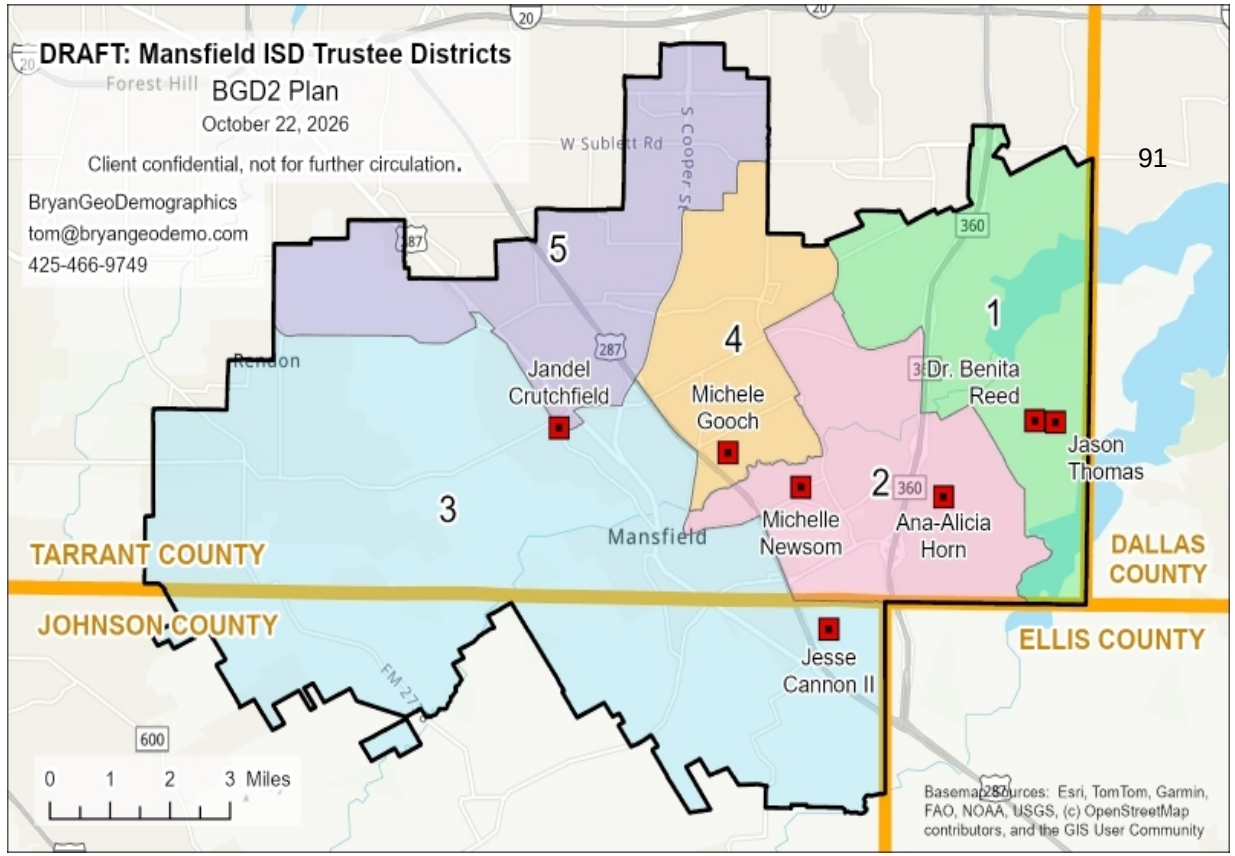


BGD_AUG V. BGD2

BGD_AUG



BGD2



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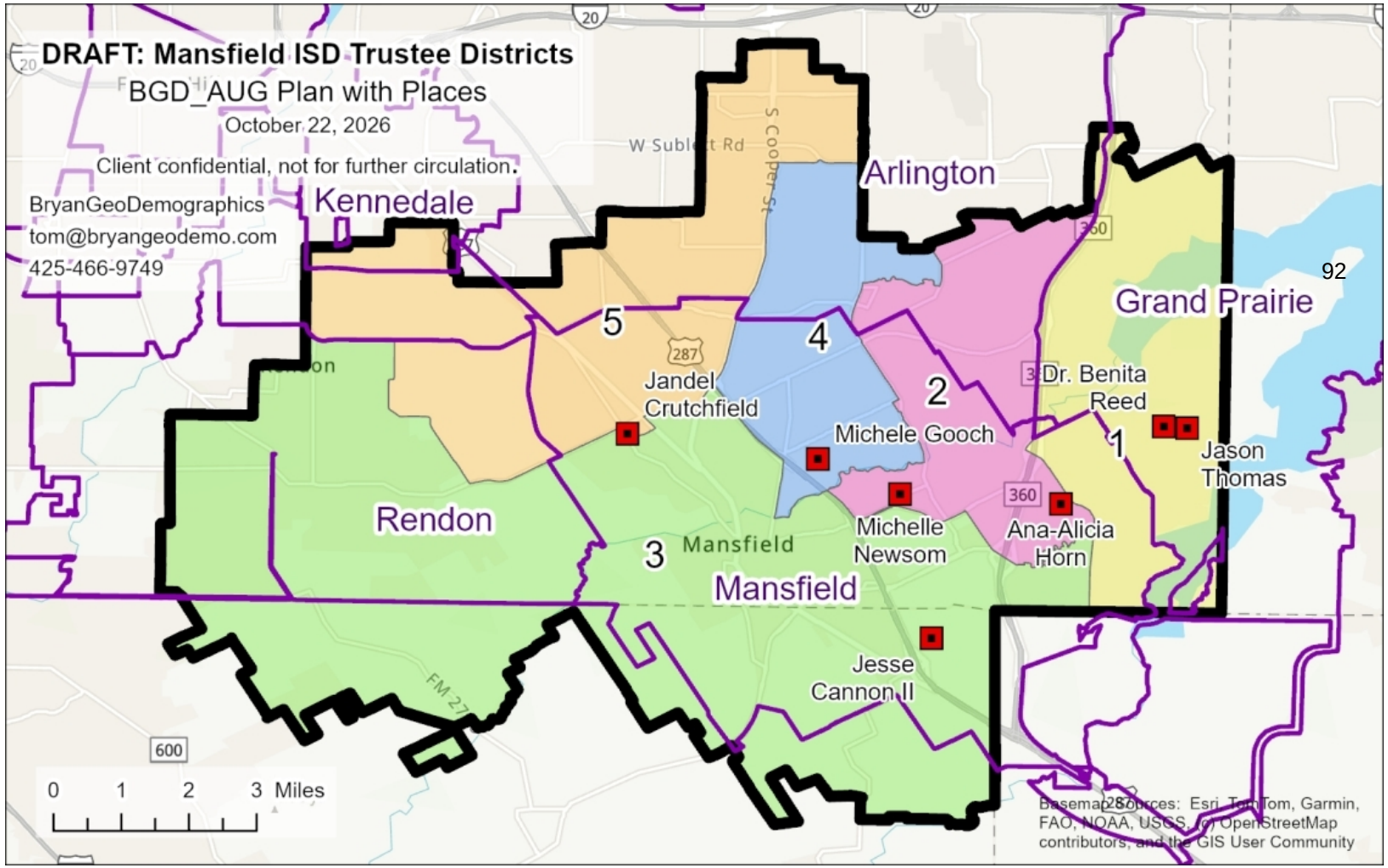

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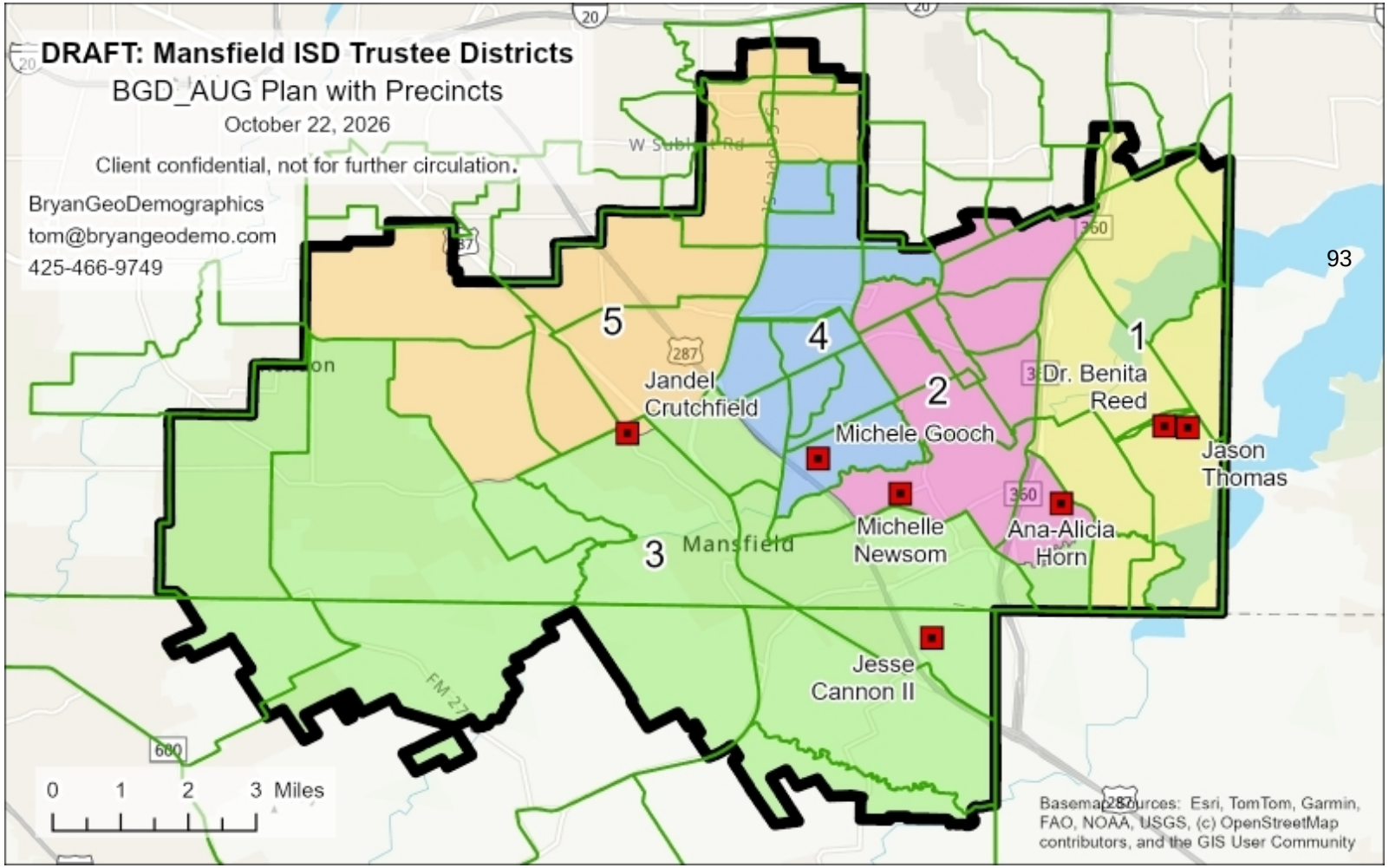

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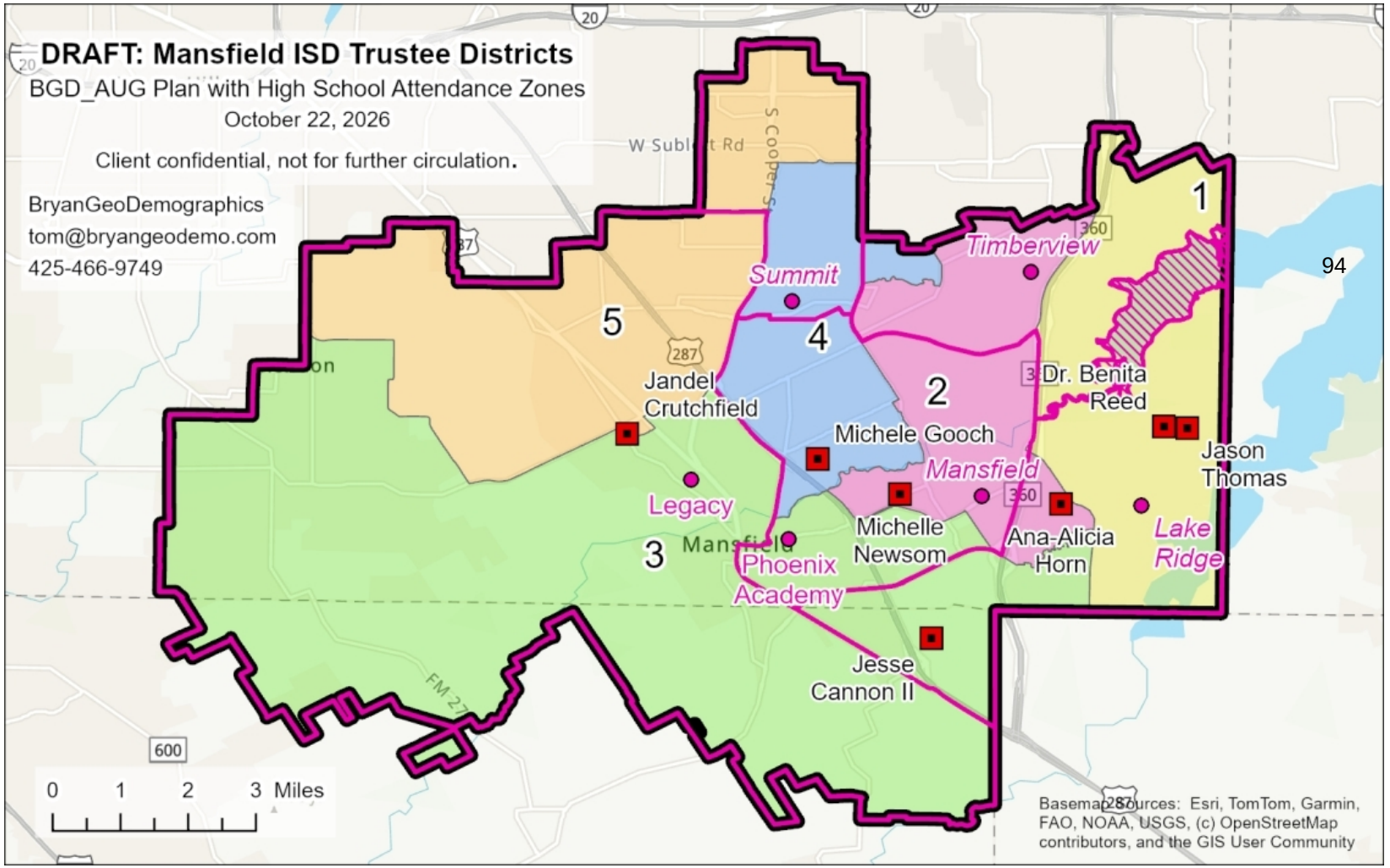

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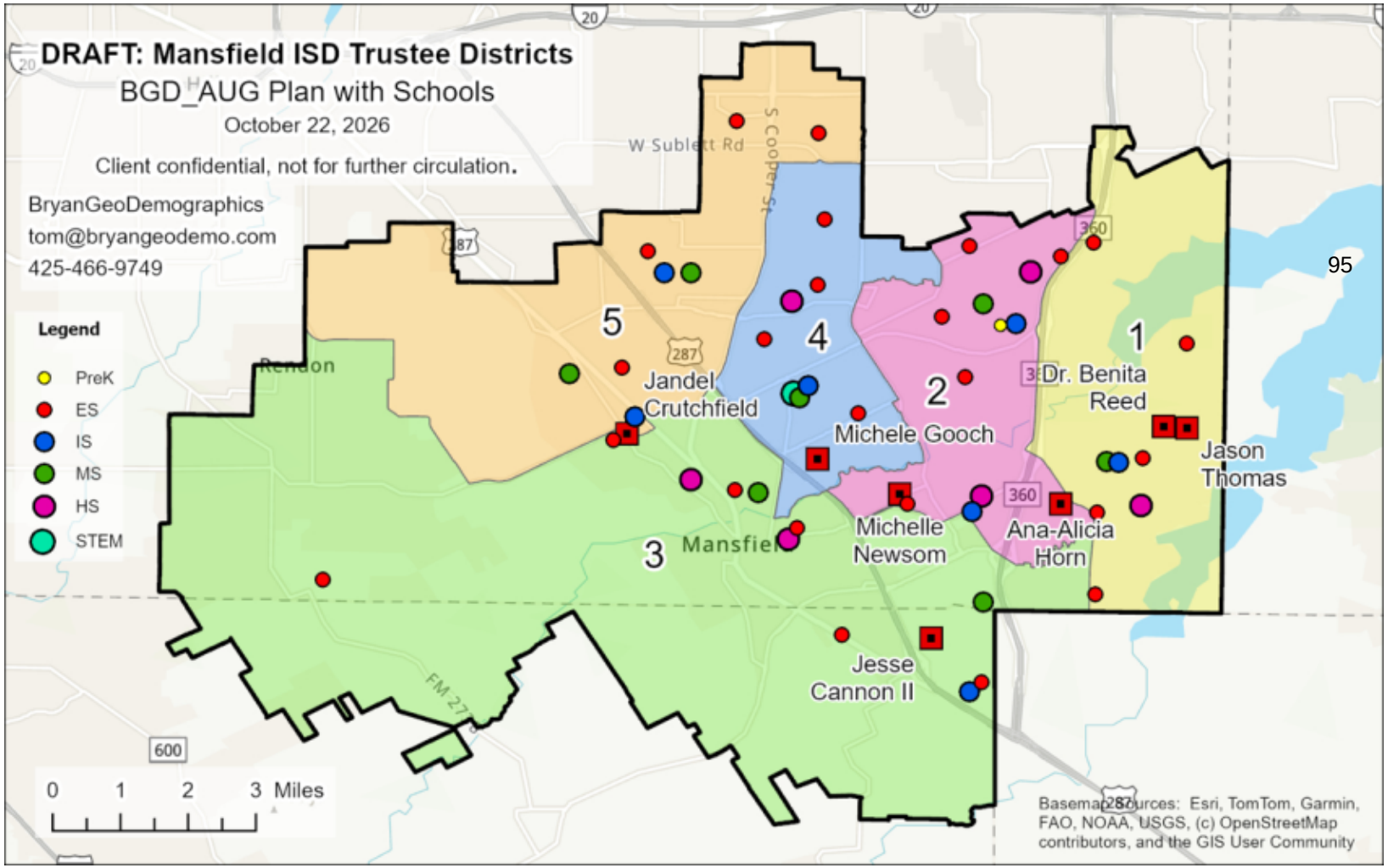

Board of School Trustees
Mansfield Independent School District

TITLE: Human Resources Report DATE: October 27, 2026

ACTION

BACKGROUND:

Human Resource Report contains certified/contractual new hires and promotions for the current school year as required by Board Policy DC (local).

CONSIDERATIONS:

- Approve the hiring of new contractual personnel, approve promotions of current certified/contractual personnel.
- Do not approve the hiring of new contractual personnel, do not approve promotions of current certified/contractual personnel.

RECOMMENDATION:

Approve the hiring of new contractual personnel, approve promotions of current certified/contractual personnel.

DATE: October 27, 2026

TO: Dr. Tiffanie Spencer
Superintendent

FROM: Dr. Jennifer Stoecker
Assistant Superintendent for Human Resource Services

RE: NEW HIRES/TRANSFERS FOR BOARD APPROVAL

NEW-HIRES/
TRANSFERS:

NAME:	Metric Manning
ASSIGNMENT:	Director -Student Services & Campus Support
EXPERIENCE:	14 years
DEGREE:	Master's/Texas Tech University
START DATE:	October 28, 2026

* Years of experience are self-reported and verified upon receipt of service records.

Board of School Trustees
Mansfield Independent School District

TITLE: Class Size Exemption Waiver Request DATE: October 27, 2026

ACTION

BACKGROUND:

In accordance with TEC §25.112, Texas school districts must submit to TEA a request for an exception to the student-to-teacher ratio of 22:1 in Grades K-4 when that ratio is exceeded for a period of more than 30 days or by October 1, with the exception of during the last twelve weeks of the school year.

CONSIDERATIONS:

Districts that are in compliance at the beginning of the school year but that subsequently exceed class size limitations must apply for an exception no later than the 30th day after the district exceeds the 22:1 limit. Therefore, MISD could need to submit subsequent waivers throughout the year should additional classes exceed the 22:1 ratio. At this time, we are seeking 2 class size exception waivers.

RECOMMENDATION:

The Superintendent recommends The Board approve the class size exemption waivers request as presented.

Board of School Trustees
Mansfield Independent School District

TITLE: Teacher Contract Abandonment DATE: October 27, 2026

ACTION

BACKGROUND:

Texas Education Code Section 21.210 specifies circumstances under which teachers may relinquish their teaching positions and leave employment of the district during a contract term. The statute also includes provisions for school districts to submit complaints to the State Board of Educator Certification regarding those educators who fail to comply with TEC 21.210 by abandoning their contracts without "good cause," seeking sanctions against certificates for contract abandonment.

CONSIDERATION:

Determine whether "good cause" existed under Texas Education Code Section 21.210(c)(2) for these employees: to abandon their teacher contracts with Mansfield ISD, and whether the District should file complaints to seek sanctions against their teaching certificates.

Good cause under the regulations are the following: serious illness or health condition of the educator or family member with whom the educator resides; relocation to a new city as a result of a change in employer of the educator's spouse or partner who resides with the educator; a significant change in the educator's family needs that requires the educator to relocate or to devote more time than allowed by current employment; or the educator's reasonable belief that the educator had written permission from the school district administration to resign. Mitigating factors include that the educator: gave written notice more than 30 days before the first day of instruction for which the educator will not be present; assisted the school district in finding a replacement educator; continued to work until the school district hired a replacement educator; assisted in training the replacement educator; showed good faith in communications and negotiations with the school district; provided lesson plans for classes following the resignation; changed careers within education; was to experience a reduction in base pay; and resigned due to hazardous working conditions.

RECOMMENDATION:

If the Board finds good cause did not exist for the contract abandonment, then the motion would be:

"I move that the Board determine that good cause did not exist under Texas Education Code Section 21.210(c)(2), for teachers, Barbara Alexander, Trinity Mathews, and Emmanuel Perez to abandon their teacher contracts with Mansfield ISD, and that the Board authorize the Superintendent to notify the State Board for Educator Certification to seek sanctions against the teachers' teaching certificates."

If the Board finds good cause did exist for the contract abandonment, then there is no need for the Board to take action on this agenda item.

Amendment to Previously Approved Agenda-Pending Board Approval
Agenda Item 6: Public Comments
Agenda Item 11.6 Consideration and Possible Action Regarding a Resolution to Initiate Process for Change to Single Member Districts

Meeting: 8/25/2026 Regular Meeting 6:00 PM
Generated by: Ann Long

1. **Call to Order**

   The Meeting was called to order at 6:00 PM

2. **Roll Call**
   Trustees present were:

   Dr. Jandel Crutchfield, Jason Thomas, Dr. Benita Reed, Michele Gooch, Ana-Alicia Horn, Jesse Cannon II, Michelle Newsom

3. **Meeting Opening**
   3.1. Prayer
   The prayer was led by: Michele Gooch

   3.2. Pledges
   The pledges were led by: Dr. Benita Reed

      3.2.1. Presentation of Colors by the Timberview High School JROTC
   3.3. Board Norms
   The Board Norms were led by: Jesse Cannon II

4. **District Recognition**
   4.1. Legacy HS Online Newspaper and Yearbook Awards

   The Legacy High School Newspaper and Yearbook club traveled to New York and was awarded a Gold Crown at Columbia University. They also earned a Gold Star award at the State UIL Competition, where Max Dearinger also won Photo Editor of the Year.

   4.2. Timberview HS Choir at Carnegie Hall

   The Timberview High School Varsity Chorale was invited to perform at Carnegie Hall Saturday, March 14th, 2026. Carnegie Hall has been a premier stage for classical and popular music, as well as a world renowned concert venue in New York City since 1891. The THS Varsity Chorale was selected as one of the few high school ensembles to perform at this venue through MidAmerica Productions. They represented Timberview High School, Mansfield ISD, and their community on the highest stage in the world.

   4.3. Lake Ridge HS Theatre Awards at Broadway Dallas HS Musical

   The Lake Ridge High School Theatre students received awards through the Broadway Dallas High School Musical Award Winners (Outstanding Supporting Performer).

   4.4. Mansfield HS Choir UIL State Medalist

   Aiden Woroby won 1st Place in the State UIL Competition for Outstanding Soloist in the choir division.

5. **District Introductions**
   5.1. HR Introductions

Dr. Jennifer Stoecker, Associate Superintendent of Human Resource Services, introduced the following hired and promoted employees: Tiesha Alston, Kelli Barney, Tyler Berk, Daeja Boateng, Andrea Harper, Adrianne Hopgood, Johanah Okweni, Johnathan Phipps.

6. **Public Comments**

6.1. The correct procedure for addressing the Board during Public Comments is as follows: Each speaker should address the Board from the podium microphone and state his or her name before speaking. All speakers will be limited to three minutes to make comments regarding items on the agenda, unless modified by the Board president based on Board Policy BED (LOCAL). Copies of presentations should be made available to all trustees and the Superintendent. Board policy prohibits the discussion of complaints against district employees during an open forum.

There were public comments: Sydney Davs 10.4 & 11.6, Kelly McCollum 12.1, Scherron Richard 10.4, Norma Rodriguez 10.3

Amend the removal of the following citizen who did not speak regarding agenda item 10.4: Scherron Richard

7. **Closed Session**

7.1. Adjourn to closed session pursuant to Texas Government Code Section 551.074, Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including conduct involving a former employee, 551.071, Consultation with the Board's attorney; legal consultation regarding process for change of election systems to single member districts; 551.072, real property; and 551.076 to conduct deliberations regarding security devices or security audits.

The Board adjourned into closed session at 6:38 PM

8. **Reconvene**

8.1. Reconvene to Public

The Board Reconvened to the public at 8:04 PM

9. **Instructional Focus**

9.1. Differentiated Support: Every Campus. The Right Support. The Right Time — Wendy Simpson, Executive Director of Teaching and Learning, and Dr. Marcus Brannon, Executive Director of Middle Schools

The Differentiated Support: Every Campus was Presented by: Dr. Marcus Brannon & Wendy Simpson

10. **Presentation**

10.1. 2026 Proposed Tax Rate - Monica Irvin, Chief Financial Officer of Business Services

The 2026 Proposed Tax Rate was presnted by: Monica Irvin

10.2. Demographer’s Report Presentation-Kris Pool

The Demographer’s Report was Presented by: Kris Pool

10.3. 3-Year Safety and Security Audit Presentation—Britney Fortner, Director of MISD Safety and Security

The 3-year Safety and Security Audit was preented by: Britney Fortner

10.4. Presentation by Legal Counsel regarding process for change of Election Systems to Single Member Districts

The Presentation by Legal Counsel was Presented by: Bola Ibidayo & Christine Badillo

11. **Business Items Requiring Board Action**

11.1. Consideration and Approval of Action of Teacher Contract

Abandonment

Jason Thomas made a motion that good cause did not exist under Texas Education Code Section 21.210(c)(2), for teachers, Kimberly Fuller, Mauro Bravo, Angela Barnes, Lashona Langrum, Katherine Beale, and Hannah Bruce to abandon their teacher contracts with Mansfield ISD, and that the Board authorize the Superintendent to notify the State Board for Educator Certification to seek sanctions against the teachers' teaching certificates." to approve the Consideration and Approval of Action of Teacher Contract Abandonment" Ana-Alicia Horn Seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-against.
Michelle Newsom voted-aye.

The motion carried (6-1)

11.2. Consideration and Approval of Resolution #27-06 Adopt Ordinance Levying Taxes for the Year 2026 and Directing the Assessment and Collection of Taxes

Dr. Jandel Crutchfield made a motion to approve the property tax rate be increased by the adoption of a tax rate of $1.1469, which is effectively a 5.29 percent increase in the tax rate.

Jason Thomas motioned to approve the property tax rate be increased by the adoption of a tax rate of $1.1469, which is effectively a 5.29 percent increase in the tax rate. Michele Gooch seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

Dr. Jandel Crutchfield made a motion to approve the adoption of the maintenance & operations tax rate of $0.7869 be approved.

Jason Thomas made a motion to approve the adoption of the maintenance & operations tax rate of $0.7869. Michelle Newsom seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

Dr. Jandel Crutchfield made a motion to approve the adoption of the interest and sinking tax rate of $.3600 be approved.

Dr. Benita Reed made a motion to approve the adoption of the interest and sinking tax rate of $.3600. Jason Thomas seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

11.3. Consideration and Approval of the First Reading of Policy 127 and MISD (LOCAL) Updates

Dr. Benita Reed motioned to approve the Consideration and Approval of the First Reading of Policy 127 and MISD (LOCAL) Updates. Michelle Newsom seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

11.4. Discussion of Proposed Emergency Amendment to DNA (Local)

Dr. Benita Reed motioned to approve the Proposed Emergency Amendment to DNA (Local). Jason Thomas seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

11.5. Consideration and Approval of Compliance Certification Template re TEC § 39.008, as Enacted by Senate Bill 12

Michelle Newsom motioned to approve the Consideration and Approval of Compliance Certification Template re TEC § 39.008, as Enacted by Senate Bill 12. Jason Thomas seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

11.6. Consideration and Possible Action Regarding a Resolution to Initiate Process for Change to Single Member Districts

Jason Thomas motioned to approve the Consideration and Possible Action Regarding a Resolution to Initiate Process for Change to Single Member Districts. Ana-Alicia Horn seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-against.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-against.
Michelle Newsom voted-against.

The motion carried (4-3)

Michelle Newson motioned to postpone to next meeting until next regular board meeting.

Amend to reflect Dr. Benita Reed seconded the motion.

Amend to reflect the vote on postponing the Consideration and Possible Action Regarding a Resolution to Initiate Process for Change to Single Member Districts.

Amend to reflect the vote on postponing
Dr. Jandel Crutchfield voted-against.
Jason Thomas voted-against.
Dr. Benita Reed voted-aye.
Michele Gooch voted-against.
Ana-Alicia Horn voted-against.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion failed (3-4)

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-against.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-against.
Michelle Newsom voted-against.

The motion failed (3-4)

Dr. Crutchfield motioned to adopt as presented.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-against.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-against.
Michelle Newsom voted-against.

The motion carried (4-3)

Consider Approval of the Recommendation of the Facility Naming Committee -Dr. Tiffanie Spencer, Superintendent and Donald Williams, Chief of Staff
Jason Thomas motioned to approve the Recommendation of the Facility Naming Committee. Michelle Newson seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

12. **Consent Agenda**

12.1. Approval of Minutes from the July 28, 2026, Regular Board Meeting and August 4, 2026, Called Board Meeting

Dr, Crutchfield made a motion to approve the minutes from the July 28, 2026 Regular Board Meeting and August 4, 2026, Called Board Meeting. The motion carried 6-0-1

12.2. Consideration and Approval of 2026-2027 T-TESS Appraisers
12.3. Consideration and Approval of Budget Amendments
12.4. Consideration and Approval of Aug Book Order
12.5. Consideration and Approval of Resolution #27-05 Extracurricular Status of 4-H Organization Tarrant County
12.6. Consideration and Approval of The Intent for Federal Funds
12.7. Consideration and Approval of the Parent and Family Engagement Agreement for the 2026-2027 School Year
12.8. Consideration and Approval of Title I Campuses for the 2026-2027 School Year
12.9. Approval of Permanent Drainage Easement for the City of Mansfield
12.10. Consideration & Approval of Final Change Order to 2024 Bond Package P2 Howard and Coble Middle Schools with Lee Lewis Construction, LLC
12.11. Consideration & Approval of Final Change Order to 2024 Bond Package P9 Mansfield High School, Mary Orr Intermediate and Asa Low Intermediate with Reeder Construction
12.12. Consideration & Approval of Final Change Order to 2024 Bond Package P11 Timberview High School with Lee Lewis Construction, Inc.

The Consent Agenda passes 7-0.

13. **Superintendent's Report**

13.1. Delinquent Tax Reports
13.2. Disbursement Reports
13.3. Financial Reports
13.4. Investment Reports
13.5. Property Tax Collection Report
13.6. EC Accountability-August 2026
13.7. Approved Student Trips
13.8. Facility Rental Revenue Report
13.9. Open-Ended Bid Report
13.10. Resignations
13.11. Resignation Reasons
13.12. Superintendent New Hires
13.13. 2024 Bond Program Report
13.14. Board Committee Reports
13.15. Board Member Reports
13.16. Dr. Spencer’s 100-Day Report-Dr. Tiffanie Spencer, Superintendent

14. **Adjourn**

14.1. Adjourn

The meeting adjourned at 11:19 PM

Dr. Jandel CrutchField
Board President

Jason Thomas
Board Secretary

Meeting: 9/28/2026 Regular Meeting 6:00 PM
Generated by: Julissa Martín

1. Call to Order

The meeting was called to order at 6:00 PM

2. Roll Call

Trustees present were Dr. Michele Gooch, Jasse Cannon II, Ana-Alicia Horn, Dr. Jandel Crutchfield, Michelle Newsom, Dr. Benita Reed, Jason Thomas

3. **Meeting Opening**

3.1. Prayer

The prayer was led by Ana-Alicia Horn

3.2. Pledges

3.2.1. Presentation of Colors by the Mansfield High School JROTC

The Pledges were led by Michele Gooch

3.3. Board Norms

The Board Norms were led by Dr. Benita Reed

4. **District Recognition**

4.1. School Board Superstar Awards

The following students were recognized: Myles Alverson, Ramseii Bailey, Kade Easterling, Harli Ehrhardt, Genesis Espejo, Elijah Moore, Sadie Padovich, Ethan Simbe

4.2. Timberview UIL Solo and Ensemble Outstanding Soloist

The following student was recognized: Chloe Mitchell, Timberview High School

4.3. Ben Barber UIL Solo and Ensemble Outstanding Soloist

The following student was recognized: Xavier Johnson, Ben Barber Innovation Academy

5. **District Introductions**

5.1. HR Introductions

Jennifer Burns, Director of Human Resource Services, introduced the following hired and promoted employees: Amanda Bass, Christopher Carter, Telia Crochett, Michelle Elliott, Buford Griffith, Ashleigh Joyce, Morgan Leslie, Kayla Polley, Stephanie Prewitt, Carmen Proctor, Paula Rodríguez

6. **Public Comments**

6.1. The correct procedure for addressing the Board during Public Comments is as follows: Each speaker should address the Board from the podium microphone and state his or her name before speaking. All speakers will be limited to three minutes to make comments regarding items on the agenda, unless modified by the Board president based on Board Policy BED (LOCAL). Copies of presentations should be made available to all trustees and the Superintendent. Board policy prohibits the discussion of complaints against district employees during an open forum.

The following citizen spoke on item 13.17: Terry Moore,
The following citizen spoke on item 13.17: Anita Moore,
The following citizen spoke on item 13.3: Gary Cardinale,
The following citizen spoke on item 11.1 & 13.3: Houston Mitchell,
The following citizen spoke on item 13.17:Joseph Jenkins,
The following citizen spoke on item 13.2: Desiree Thomas,
The following citizen spoke on item 7.1: Salvador Carrillo,
The following citizen spoke on item 13.5: Ambika Sharma,
The following citizen spoke on item 13.17: Beth Light,
The following citizen spoke on item 7.1: Connie Flores,
The following citizen spoke on item 7.1: Jeffrey Ghi,
The following citizen spoke on item 7.1: VanDella Menifee,

The following citizen spoke on item 13.17: Donna O'Brian,
The following citizen spoke on item 7.1: Tammy Harlan,
The following citizen spoke on item 7.1: Scherron Richard,
The following citizen spoke on item 13.9: Marilyn Whitney,
The following citizen spoke on item 7.1: Clayton Waters.

7. **Closed Session**

7.1. Adjourn to closed session pursuant to Texas Government Code Section 551.074, Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including conduct involving a former employee, 551.071, Consultation with the Board's attorney; legal consultation regarding process for change of election systems to single member districts; 551.072, real property; and 551.076 to conduct deliberations regarding security devices or security audits.
7.2. 551.082 and 551.0821, to discuss matters pertaining to students necessarily involving personally identifiable information, e.g. student discipline.

The Board adjourned into closed session at 7:28 PM
The Board adjourned into closed session at 9:01 PM

8. **Reconvene**

8.1. Reconvene to Public

The Board reconvened to the public at 8:17 PM
The Board reconvened to the public at 10:56 PM

9. **Instructional Focus**

9.1. A-F Accountability Presentation — Mr. Fernando Benavides, Associate Superintendent of Leadership, and Dr. Tameka Patton, Assistant Superintendent of Curriculum, Instruction & Accountability

The A-F Accountability Presentation was presented by Mr. Fernando Benavides and Dr. Tameka Patton

10. **Human Resources Report**

10.1. 20+ Years Recognition

Trustee Michelle Newsom recognized the following employees who are retiring or leaving the District with 20 or more years in public education: Keli Ferrier

10.2. New Hires for Board Approval

Trustee Ana-Alicia Horn made the motion to approve the Human Resources Report. Trustee Jason Thomas seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

11. **Business Items Requiring Board Action**

Consideration and Approval of Class Size Waivers

Trustee Michelle Newsom made the motion to approve the Class Size Waivers. Trustee Michele Gooch second the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

11.1. Consideration and Approval of Action of Teacher Contract Abandonments

No action taken.

11.2. Consideration and Take Action on Student Discipline Expulsion Appeal Matter

No action taken.

12. **Consent Agenda**
    - 12.1. Approval of Minutes from the August 25, 2026 Regular Board Meeting
    - 12.2. Consideration and Approval of Proposed Budget Amendments
    - 12.3. Consideration and Approval of Proposed Bid Proposals
    - 12.4. Consideration and Approval of the Sale of Surplus Police Vehicles and Buses
    - 12.5. Consideration and Approval of Request for Board Approval of Mansfield ISD Employee Personal Services Contract

No action taken.

12.6. Consideration and Approval of the Second Reading of Policy 127 and MISD (LOCAL) Updates

12.7. Consideration and Approval of September Book Order

12.8. Consideration and Approval of Bible Literacy Waiver

12.9. Consideration and Approval of 2026-2027 T-TESS Appraisers

12.10. Consideration and Approval of Change Order #1 for 2024 Bond Package S2 Safety and Security Project

12.11. Consideration and Approval of Change Order #1 for 2024 Bond Package ELA2 Early Learners Academy

Consideration and Approval of Personal Services Contract in Compliance with HB 3372

Trustee Dr. Benita Reed made a motion and Trustee Ana-Alicia Horn seconded the motion.

Dr. Jandel Crutchfield voted-aye.
Jason Thomas voted-aye.
Dr. Benita Reed voted-aye.
Michele Gooch voted-aye.
Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Michelle Newsom voted-aye.

The motion carried (7-0)

13. **Superintendent's Report**
    - 13.1. Delinquent Tax Reports
    - 13.2. Disbursement Reports
    - 13.3. Financial Reports
    - 13.4. Investment Reports
    - 13.5. Property Tax Collection Report
    - 13.6. EC Accountability
    - 13.7. Enrollment Report
    - 13.8. Attendance Percentage Report
    - 13.9. State Intruder Detection Audits
    - 13.10. Approved Student Trips
    - 13.11. Facility Rental Revenue Report
    - 13.12. Open-Ended Bid Report
    - 13.13. Resignations
    - 13.14. Resignation Reasons
    - 13.15. Superintendent New Hires
    - 13.16. 2024 Bond Program Report
    - 13.17. Board Committee Reports
    - 13.18. Board Member Reports
14. **Adjourn**
    - 14.1. Adjourn

The meeting was adjourned at 10:56 PM

Dr.Jandel Crutchfield	Jason Thomas
Board President	Board Secretary

Meeting: 10/1/2026 Level IV Grievance/Hearing Compliant 6:00 PM
Generated by: Julissa Martín

1. **Call to Order**

The meeting was called to order at 6:00 PM

2. **Roll Call**

Trustees present were: Jesse Cannon II, Ana-Alicia Horn, and Dr. Benita Reed

3. **Meeting Opening**

3.1. Prayer

The Prayer was led by Jesse Cannon II

3.2. Pledges

The Pledges were led by Dr. Benita Reed

3.3. Board Norms

The Board Norms were led by Ana-Alicia Horn

4. **Public Comments**

4.1. The correct procedure for addressing the Board during Public Comments is as follows: Each speaker should address the Board from the podium microphone and state his or her name before speaking. All speakers will be limited to three minutes to make comments regarding items on the agenda, unless modified by the Board president based on Board Policy BED (LOCAL). Copies of presentations should be made available to all trustees and the Superintendent. Board policy prohibits the discussion of complaints against district employees during an open forum.

There were no public comments.

5. **Closed Session**

5.1. Adjourn to closed session pursuant to Texas Government Code Section 551.071, to consult with the District's attorney, in person or by phone, on a matter in which the duty of the attorney to the District, under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, including to provide legal advice regarding a Level IV hearing on a student matter.

5.2. Pursuant to Texas Government Code Section 551.0821 to discuss a public school student that would reveal private, personally identifiable information.

5.3. Pursuant to Texas Government Code Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee.

5.4. Conduct Level IV Hearings and Deliberate on Matters pertaining to Level III Grievance.

The Board adjourned into closed session at 6:05 PM

6. **Reconvene**

6.1. Reconvene to Public

The Board reconved to the public at 7:30 PM

7. **Business Items Requiring Board Action**

7.1. Consider Action Regarding Level IV Grievance

Trustee Jesse Cannon II made the motion the Board deny the Level IV Grievance filled by Ms.Holmes, thereby denying her requested relief. Trustee Dr. Benita Reed second the motion.

Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Dr. Benita Reed voted-aye.
The motion carried 3-0.

8. **Adjourn**

8.1. Adjourn

Trustee Cannon made the motion to adjourn the meeting. Trustee Dr. Benita Reed second the motion.

Ana-Alicia Horn voted-aye.
Jesse Cannon II voted-aye.
Dr. Benita Reed voted-aye.
The motion carried 3-0.

The meeting was adjourned at 7:32 PM

Meeting: 10/7/2026 Called Meeting 6:00 PM
Generated by: Julissa Martín

1. **Call to Order**
The meeting was called to order at 6:00 PM

2. **Roll Call**
Trustees present were: Michelle Gooch, Ana-Alicia Horn, Dr. Jandel Crutchfield, Jason Thomas, Michele Newsom, Dr. Benita Reed.
Trustee Jesse Cannon II was absent.

3. **Meeting Opening**
3.1. Prayer
The Prayer was led by Michele Newsom

3.2. Pledges
The Pledges were led by Dr. Benita Reed

3.3. Board Norms
The board norms were led by Ana-Alicia Horn

4. **Public Comments**
4.1. The correct procedure for addressing the Board during Public Comments is as follows: Each speaker should address the Board from the podium microphone and state his or her name before speaking. All speakers will be limited to three minutes to make comments regarding items on the agenda, unless modified by the Board president based on Board Policy BED (LOCAL). Copies of presentations should be made available to all trustees and the Superintendent. Board policy prohibits the discussion of complaints against district employees during an open forum.

The following citizen spoke on item Single Member District: Kerry Gonzalez
The following citizen spoke on item 7.1: Raul Gonzalez
The following citizen spoke on item 5.1: Ciera Haynes
The following citizen spoke on item 7.1: Anita Moore
The following citizen spoke on item 7.1: Terry Moore
The following citizen spoke on item 7.1: Gary Cardinale
The following citizen spoke on item 7.1: Desiree Thomas
The following citizen spoke on item 5.1: Cynthia Daniels
The following citizen spoke on item 7.1: Kelly McCollum
The following citizen spoke on item 7.1: Kristen Flemingwood
The following citizen spoke on item 7.1: Scherron Richard
The following citizen spoke on item 7.1: Tammy Harlan
The following citizen spoke on item 7.1: Nathan Castles
The following citizen spoke on item 5.1: Andy Taylor
The following citizen spoke on item 5.1: JoAnna Cardoza
The following citizen spoke on item 5.1: Aftab Siddiqui
The following citizen spoke on item 7.1: Karen Marcucci
The following citizen spoke on item 7.1: Myra Castles

The following citizen spoke on item 5.1: Courtney Lackey Wilson

5. **Closed Session**
   5.1. Adjourn to closed session pursuant to Texas Government Code Section 551.071, consultation with District's legal counsel regarding process for change of election systems to single member districts.

The Board adjourned into closed session at 7:03 PM
The Board adjourned into closed session at 10:41 PM

6. **Reconvene**

Reconvene to Public

The Board reconvened to the public at 9:33 PM
The Board adjourned into a 5 minute recess to consult with district lawyer at 9:44 PM
The Board reconvened to the public after lawyer consultation at 9:47 PM
The Board reconvened to the public at 10:52 PM

7. **Open Session Topic**
   7.1. Discussion of Town Hall Meetings and general process related to Election Systems to Single Member Districts.

The Election Systems to Single Member Districts presentation was presented by Trustees Jason Thomas, Ana-Alicia Horn, and Dr. Jandel Crutchfield.
Trustees Jason Thomas, Ana-Alicia Horn, and Dr. Jandel Crutchfield presented the attendance results and feedback collected from the Town Hall meetings regarding the transition from an at-large election system to single-member districts.
Trustee Jesse Cannon II, who was unable to attend, requested that Dr. Reed read a statement on his behalf.
Trustees discussed the Town Hall attendance results and feedback presented and continued their discussion regarding the transition to a single-member district election system.

8. **Adjourn**
   8.1. Adjourn

The meeting adjourned at 10:52 PM

Board of School Trustees
Mansfield Independent School District

TITLE: 2026-2027 T-TESS Appraisers

DATE: October 27, 2026

ACTION

BACKGROUND:

At times throughout the school year, a T-TESS Appraiser List will be submitted for Board approval.

CONSIDERATIONS:

- Approve the 2026-2027 T-TESS appraisers.
- Do not approve the 2026-2027 T-TESS appraisers.

RECOMMENDATION:

The Superintendent recommends approval of the 2026-2027 T-TESS appraisers as presented.

If Board agrees the motion would be:

"Approve the 2026-2027 T-TESS appraisers."



MISD 2026-2027 T-TESS APPRAISERS *(10/27/2026 Board Approval)*

NAME	TITLE	CAMPUS	Cert Year 2026-2027	Cert Year 2027-2028	Cert Year 2028-2029
Harman, Emma	Assistant Principal-Intern	James Coble MS	X		
Rodriguez, Paula	Assistant Principal	Donna Shepard IS	X		

Board of School Trustees
Mansfield Independent School District

27-012 Network Cable & Management

DATE: 10/27/2026

ACTION ITEM

BACKGROUND:

We request that the MISD Board of Trustees approve the recommendation as made by the Purchasing Department along with Bond for awarding the RFP 27-012 for Network Cable & Management. Completed proposal requests for RFP 27-012 were received prior to the closing at 2:00 p.m. on September 17th, 2026.

CONSIDERATIONS:

The purpose of this Request for Proposals was to solicit a qualified provider for the bulk purchase of network cable needed in upcoming Bond projects, along with the local storage and management of its use. Due to extreme market volatility, MISD sought to lock in bulk pricing for the cable, it's storage, management, and allotment to contractors as necessary for the life of associated projects as this quantity is outside the means of the district currently. Mansfield ISD received 4 responses to this bid out of 357 invitations.

RECOMMENDATION:

"The Purchasing Department recommends the approval of National Network Services LLC as listed below"

				National Network Services, LLC		JSJ Rogriguez dba Telepro Communications		FiberTX (FTX Communications, LLC)		KDAA Network Solutions LLC (Margarito Apodaca)	
				Total Price	$4,460,228.00	Total Price	$4,809,440.00	Total Price	$5,775,945.47	Total Price	$3,781,500,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	SYSTIMAX Commscope Cat6A Blue Network Cable	4242000	LF	**$0.794**	$3,368,148.00	$0.82	$3,478,440.00	$1.0204	$4,328,536.80	$750.00	$3,181,500,000.00
2	SYSTIMAX Commscope Cat6A Orange Network Cable	800000	LF	**$0.794**	$635,200.00	$0.82	$656,000.00	$1.0204	$816,320.00	$750.00	$600,000,000.00
3	Asset Storage and Management for 36 months	1	EA	$456,880.00	$456,880.00	$675,000.00	$675,000.00	$631,088.67	$631,088.67	$0.00	$0.00

Board of School Trustees
Mansfield Independent School District

TITLE: Consideration and Approval of Proposed Budget Amendments

DATE: October 27, 2026

ACTION

BACKGROUND:

The legal basis for budget development in Texas school districts is established in Sections 44.002 through 44.006 of the Texas Education Code. The Texas Education Code requires Board approval of the budget for the General Operating, Debt Service, and Food Service Funds. Board Resolution #27-01 permits the Superintendent or Associate Superintendent for Business and Finance to authorize routine budget revisions, adjustments and transfers necessary for the payment of District obligations throughout the fiscal year.

Any non-routine budget revisions, adjustments, and transfers which increase or decrease revenues and other financing sources and uses, along with the corresponding revisions in expenditures; or budget revisions, adjustments, and transfers which reduce or increase the fund balance of any related fund; or transfers between funds; or transactions exceeding $500,000 must continue to be presented to the Board of Trustees for approval prior to processing.

A summary report of budget revisions, adjustments, and transfers approved and processed by the District in accordance with this resolution, listed by major function and funds, shall be submitted to the Board of Trustees for adoption/ratification on a monthly basis.

The attached amendments ensure compliance with state and local requirements.

Budget changes over $500,000 for approval:

There are no budget changes requiring approval at this time.

CONSIDERATIONS:

General Fund amendments are primarily transfers between functions due to account code changes and department requirements.

RECOMMENDATION:
The Superintendent recommends that the Board approve and ratify the amendments to the 2026-2027 budgets as presented.

RECOMMENDED MOTION:
“Move to approve and ratify the budget amendments as presented.”

Mansfield Independent School District
General Operating Budget
Amended Budget As of 10/27/26

		Original Budget	Revised Budget	Amendments 10/27/2026	Proposed Amended Budget
REVENUES AND OTHER SOURCES:					
	Local Revenues	$ 175,847,734	$ 175,847,734		$ 175,847,734
	State Program Revenues	212,012,884	212,012,884		212,012,884
	Federal Program Revenues	3,799,019	3,799,019		3,799,019
	Other Resources	-	-		-
	Total Revenue and Other Resources	$ 391,659,637	$ 391,659,637	$ -	$ 391,659,637
	EXPENDITURES:				
11	Instruction	$ 247,307,090	$ 246,277,795	(442,461)	$ 245,835,333
12	Library & Media Services	4,719,219	4,801,197	106	4,801,303
13	Curriculum/Instructional Staff Development	6,161,834	6,064,707	42,600	6,107,307
21	Instructional Administration	8,399,829	8,520,448	9,338	8,529,786
23	School Leadership	25,168,628	25,200,229	12,755	25,212,984
31	Guidance & Counseling	13,681,415	13,745,073	332,025	14,077,098
33	Health Services	6,050,378	6,050,403		6,050,403
34	Student Transportation	18,713,824	18,728,508		18,728,508
35	Student Nutrition	12,000	12,000		12,000
36	Co-Curricular/Extra Curricular Activities	12,042,196	12,064,271	34,592	12,098,863
41	General Administration	9,008,603	9,486,619	12,230	9,498,849
51	Plant Maintenance & Operations	42,129,947	42,124,947	270,000	42,394,947
52	Security & Monitoring Services	9,537,265	9,490,348	(780)	9,489,568
53	Data Processing Services	7,303,594	7,315,329		7,315,329
61	Community Services	413,533	591,494	(405)	591,089
71	Debt Service/ Capital Lease	3,109,822	3,275,810	(270,000)	3,005,810
81	Facilities Acquisition and Construction	-	-		-
93	Shared Service Arangement	-	-		-
95	Juvenile Justice Alternative Education	25,000	35,000		35,000
99	Other Intergovernmental Charges	1,500,000	1,500,000		1,500,000
00	Other Uses	-	-		-
	Total Expenditures	$ 415,284,177	$ 415,284,177	$ -	$ 415,284,177
	Transfers In	$ 4,000,000	$ 4,000,000	$ -	$ 4,000,000
	Transfers Out				
	NET OPERATING RESULTS	**$ (19,624,540)**	**$ (19,624,540)**	**$ -**	**$ (19,624,540)**
	Estimated Beginning Fund Balance July 1, 2026	104,965,173	104,965,173		104,965,173
	Projected Ending Fund Balance June 30, 2027	**$ 85,340,633**	**$ 85,340,633**		**$ 85,340,633**

MANSFIELD INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE
Amended Budget As of 10/27/2026

	Original Budget	Amended Budget	Amendments 10/27/2026	Proposed Amended Budget
REVENUES AND OTHER SOURCES:				
Local Sources	$ 77,972,686	$ 77,972,686		$ 77,972,686
State Sources	10,157,065	10,157,065		10,157,065
Federal Sources	-	-	-	-
TOTAL REVENUES	$ 88,129,751	$ 88,129,751	$ -	$ 88,129,751
EXPENDITURES:				
71- Debt Administration-Principal	37,455,000	37,455,000		37,455,000
72- Debt Administration-Interest	51,611,127	51,611,127		51,611,127
73- Debt Administration-Fees	40,000	40,000		40,000
TOTAL EXPENDITURES	$ 89,106,127	$ 89,106,127	$ -	$ 89,106,127
Other Resources	$ -	$ -	$ -	$ -
Other Uses	-	-	-	-
Transfers In/(Out)	-	-	-	-
NET OPERATING RESULTS	**$ (976,376)**	**$ (976,376)**	**$ -**	**$ (976,376)**

MANSFIELD INDEPENDENT SCHOOL DISTRICT
STUDENT NUTRITION OPERATING BUDGET
Amended Budget As of 10/27/2026

	Original Budget	Amended Budget	Amendments 10/27/2026	Proposed Amended Budget
REVENUES AND OTHER SOURCES:				
Local Sources	$ 8,520,900	$ 8,520,900	$ -	$ 8,520,900
State Sources	603,790	603,790	-	603,790
Federal Sources	14,542,076	14,542,076	-	14,542,076
TOTAL REVENUES	$ 23,666,766	$ 23,666,766	$ -	$ 23,666,766
EXPENDITURES:				
Function 35 - Food Services	23,388,022	23,388,022	-	23,388,022
Function 51 - Plant Maintenance & Operations	277,601	277,601	-	277,601
Function 52 - Security & Monitoring Services	-	-	-	-
Function 71 - Debt Service/Capital Lease	2,000	2,000	-	2,000
Function 81 - Facilities Acquisition and Construction	-	-	-	-
TOTAL EXPENDITURES	$ 23,667,623	$ 23,667,623	$ -	$ 23,667,623
Other Resources	$ -	$ -	$ -	$ -
Other Uses	-	-	-	-
Transfers In/(Out)	20,000	10,000	-	10,000
NET OPERATING RESULTS	**$ 19,143**	**$ 9,143**	**$ -**	**$ 9,143**

Board of School Trustees
Mansfield Independent School District

TITLE: Consideration and Approval of Resolution #27-08 for the 2026 Tax Roll

DATE: October 27, 2026

ACTION

BACKGROUND:

Per Section 26.09 (e) of the Property Tax Code, the district is required to approve the calculations of the Tax Assessor/Collector as part of the official tax roll. The summary calculation received from the County Tax Assessor/Collector's office is attached.

CONSIDERATIONS:

Consideration and Approval of the tax roll as presented so that taxes can be timely assessed and mailed.

RECOMMENDATION:

The Superintendent recommends approval of Resolution #27-08 for the 2026 Tax Roll.

Exhibit A

		Amount		Count
TOTAL NUMBER OF ACCOUNTS				155,204
NUMBER OF ZERO VALUE ACCOUNTS				44,553
MARKET VALUES				
ROLLCODE: MINERAL				
Mineral		$128,383,990		
ROLLCODE: MOBILE HOME				
Improvement		$24,426,051		
Non-Qualifying Improvement		$3,899,393		
ROLLCODE: PERSONAL				
Personal		$4,000,876,121		
ROLLCODE: REAL				
Ag Land		$351,078,821		
Improvement		$16,043,687,506		
Land		$4,300,496,595		
Land - Not Ag		$1,638,166		
Non-Qualifying Improvement		$7,593,168,743		
Non-Qualifying Land		$1,593,489,882		
	TOTAL MARKET VALUE		**$34,041,145,268**	
DEFERRALS				
Ag		$351,078,821		782
	TOTAL DEFERRALS		**$351,078,821**	
EXEMPTIONS				
145(b) - Single Situs Single Owner		$163,584,624		3,117
145(d) - Multiple Situs Leases		$10,320,244		135
145(f) - Single Situs Related Business		$11,291,024		135
23.231 Circuit Breaker Limitation		$177,572,348		21,117
Absolute Exemption		$169,714		1
Absolute Exemption , XN		$59,027,114		13
Cap Adjustment , XT		$194,657,456		3,005
Child Care Facility		$0		10
Disabled		$24,877,250		473
Disabled Veteran		$820,596,625		4,869
Foreign Trade Zone		$1,509,213,817		1
Freeport		$443,594,613		50
Full		$180,124,717		384
Homestead		$5,599,134,111		41,116
Low Income Housing , XD, XA		$770,006		28
Medical / Biomedical		$5,526,467		1
Miscellaneous , XV		$2,138,262,449		1,335
Nominal Value		$1,285,781		36,383
Over 65		$661,273,179		12,054
Pollution Control		$1,806,186		38
Private Schools		$19,677,472		4
Solar/Wind		$2,492,068		175
Surviving Spouse		$1,432,162		4
Surviving Spouse Disabled Person		$0		10
	TOTAL EXEMPTIONS		**$12,026,689,427**	

2026 TAX ROLL SUMMARY 908 - MANSFIELD ISD

GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS		$12,377,768,248	
TOTAL MARKET VALUE		$34,041,145,268	
TAXABLE VALUE		$21,663,377,020	
TAX RATE		1.146900	
ROLLCODE: MINERAL			
Levy	$1,084,200.75		85,322
ROLLCODE: MOBILE HOME			
Levy	$229,773.36		1,304
ROLLCODE: PERSONAL			
Levy	$20,111,566.59		3,432
ROLLCODE: REAL			
Levy	$215,197,791.97		65,146
TOTAL LEVY		$236,623,332.67	
LEVY LOST DUE TO FROZEN		$11,833,947.55	
OTHER LOST LEVY		$0.00	
TOTAL LOST LEVY		$11,833,947.55	

Calculation Analysis

	Calc Levy	- Tax Amount	= Diff.	Market Value	Exemption	Taxable Value
Frozen	21,976,575.16	10,142,627.61	11,833,947.55	4,346,355,128	2,430,183,357	1,916,171,771
DV100 (Excl. Frozen)	107,312.07	107,312.07	0.00	934,693,747	664,676,305	270,017,442
Prorated (Excl. Frozen	0.00	0.00	0.00	0	0	0
Other	226,373,392.99	226,373,392.99	0.00	28,760,096,393	9,282,908,586	19,477,187,807
Total	248,457,280.22	236,623,332.67	11,833,947.55	34,041,145,268	12,377,768,248	21,663,377,020
DV100 (Incl. Frozen)	27,500.41	9,998.09	17,502.32	215,989,611	118,874,992	97,114,619
Prorated (Incl. Frozen	0.00	0.00	0.00	0	0	0

10/01/2026

RESOLUTION NO. 27-08

A RESOLUTION OF THE MANSFIELD INDEPENDENT SCHOOL DISTRICT APPROVING THE TAX ROLL

WHEREAS, the MANSFIELD INDPENDENT SCHOOL DISTRICT, exercising its authority under the Texas Constitution and the Texas Property Tax Code, wishes to assess and levy a property tax for tax year 2026; and

WHEREAS, the Assessor/Collector has calculated for each property within MANSFIELD INDEPENDENT SCHOOL DISTRICT a tax levy using the Tax Rate previously adopted by the Board of Trustees on August 25, 2026, and the taxable value provided by the relevant Appraisal District;

NOW, THEREFORE BE IT RESOLVED THAT BY THE BOARD OF TRUSTEES OF THE MANSFIELD INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the BOARD OF TRUSTEES OF THE MANSFIELD INDEPENDENT SCHOOL DISTRICT hereby and herewith pursuant to TAX CODE§26.09(e) approves the calculations presented by the Tax Assessor/ Collector and which calculations are now part of the official tax roll for THE MANSFIELD INDEPENDENT SCHOOL DISTRICT at the Total Market Value of $34,041,145,268 with the amount of tax levy due totaling the Taxable Value of $21,663,377,020.

SECTION 2. This Resolution shall be in full force and effect upon its passage and approval for tax year 2026.

PASSED AND APPROVED this **27th** day of **October, 2026**.

_____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

Board of School Trustees
Mansfield Independent School District

TITLE: Consideration and Approval of Personal Services Contract in Compliance with HB 3372

DATE: October 27, 2026

CONSENT

BACKGROUND:

HB 3372 amends the Texas Education Code to prohibit public school district administrators from receiving compensation for certain outside services that may create conflicts of interest. The bill establishes a uniform statewide standard, removes prior local board exceptions, and imposes a civil penalty for violations. The intent is to strengthen ethical oversight and maintain public trust in school district governance.

RECOMMENDATION:

The Superintendent recommends that the Board consider and approve the employee contract, as presented.

RECOMMENDED MOTION:

"*Move to approve the employee contract as presented."*

Consulting and Services Agreement
NCS Pearson, Inc.

This is a Consulting and Services Agreement ("Agreement") entered into and effective the 15th day of September, 2026 by and between NCS Pearson, Inc. (“Pearson”), a Minnesota Corporation, with offices located at 9200 Earhart Lane SW, Cedar Rapids, IA 52404 and Robin Rickard ("Independent Contractor") located at 713 Red Oak Summit, Crowley, TX, 76036, USA.

Term: This Agreement will be effective 9/15/2026 and continue through and include 12/31/2026.

BACKGROUND

Pearson desires to contract with qualified members from the field of education to perform certain services, or participate in named projects, on Pearson's behalf. Independent Contractor desires to perform such services, or participate in such projects, subject to the terms and conditions of this Agreement. For good and valuable consideration Independent Contractor and Pearson, therefore, agree as follows:

1. Definitions.
   a. Content - All work product developed under or resulting from this Agreement, including, but not limited to: items; artwork; research findings; item review findings, and; other content developed under or resulting from this Agreement.
   b. SOW - A Statement of Work incorporated into this Agreement.
   c. Workshops - A classroom setting or similar teaching environment where Pearson provides training to Independent Contractors in areas including, but not limited to: content development; research and item review guidelines, and; test or item scoring guidelines.
2. Services. Services to be performed by, or terms of participation for, Independent Contractor with regard to named projects are pursuant to the terms and specifications in the applicable SOW. In order to comply with the requirements of such named projects, Independent Contractor agrees Pearson may disclose their resume to customers and/or potential customers.
3. Term. Unless terminated at an earlier date in accordance with Section 8 of this Agreement, the term of this Agreement will begin on the date set forth above.
4. Consideration. As consideration for Independent Contractor’s services under this Agreement, Pearson will pay Independent Contractor as indicated in the attached SOW.
5. Expenses. Unless otherwise stated in the attached SOW, Independent Contractor will be responsible for all expenses incurred by Independent Contractor in performing Independent Contractor’s duties under each SOW.
6. Intellectual Property. All right, title, and interest in and to Content (also referred to as "Intellectual Property") which Independent Contractor conceives or originates, either individually or jointly with others, and which arise out of the performance of this Agreement, will be the property of Pearson and are by this Agreement assigned to Pearson.
7. Protection of Trade Secrets and Confidential Information.
   a. Without the prior written consent of Pearson, Independent Contractor will not directly or indirectly disclose or use at any time, either during or subsequent to Independent Contractor’s arrangement with Pearson, any trade secrets, know-how, or any other secret or confidential information, knowledge or data of Pearson (“Confidential Information”). Such Confidential Information will include, but not be limited to, customer and supplier lists, product designs, engineering drawings, and computer programs. Confidential Information does not include (a) information already known or independently developed by the Independent Contractor; (b) information in the public domain through no wrongful act of the Independent Contractor; or (c) information received by the Independent Contractor from a third party who was free to disclose it. Upon termination of this Agreement, or any time prior thereto upon request of Pearson, Independent Contractor will promptly return all property and all Confidential Information which are in Independent Contractor’s possession or under Independent Contractor’s control, including all materials which incorporate such Confidential Information.
   b. Independent Contractor shall not use Pearson's or its customer's name in any form of publicity, or to release to the public any information relating to the Services, or to otherwise disclose or advertise that the Independent Contractor has entered into this Agreement, or to communicate with or advertise to the public in connection with the Services provided hereunder, except with the specific prior review and approval in writing by Pearson.

In addition, Independent Contractor agrees Confidential Information must be used only for the sole purpose of performing professional services for Pearson. Any other use of these materials would require the prior written consent of Pearson.

Confidential Information must not be copied, transmitted, or shared in any form, in whole or in part, with any third parties.

In the event that Confidential Information is stolen or lost, or in the event that an unauthorized party has gained access to the Confidential Information, Independent Contractor must notify Pearson immediately.

8. Termination. Notwithstanding any contrary provisions contained elsewhere in this Agreement, this Agreement and the rights and obligations of Independent Contractor and Pearson hereunder (other than the rights and obligations of the parties under Sections 6, 7, 9, 10, 11 and 12 which survive any completion or termination of this Agreement) may be terminated:

   a. by Pearson (i) immediately if Independent Contractor defaults in performance of Independent Contractor's obligations under this Agreement, including failure to provide products or services set forth herein; or (ii) with ten (10) days notification of Pearson's intent to terminate this contract.

   b. by Independent Contractor immediately if Pearson defaults in the performance of its obligations under this Agreement.

9. Warranties. Independent Contractor warrants that any Content that Independent Contractor produces will be original and will not be substantially similar to any other party's intellectual property, nor will the Content in any other way infringe any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights. Independent Contractor further warrants that Independent Contractor will not use any Artifical Intelligence (AI) powered tool/s to create or aid in the creation of any Content for the Services performed under this Agreement. Independent Contractor agrees that Independent Contractor will perform services hereunder in a professional and workmanlike manner and that the Intellectual Property and products Independent Contractor provides to Pearson will meet the requirements set forth on the attached SOW. Independent Contractor further warrants that Independent Contractor has all rights to enter into this Agreement and that there are no impediments to Independent Contractor's execution of this Agreement or Independent Contractor's performance of services hereunder.

10. Limitation of Liability. **PEARSON WILL NOT BE LIABLE TO INDEPENDENT CONTRACTOR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUT-DOWN OR NON-OPERATIONS OF INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, PENALTIES, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN. PEARSON'S LIABILITY FOR DAMAGES HEREUNDER AND UNDER ANY SOW, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE TOTAL AMOUNT PAYABLE TO INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT.**

11. Indemnification. To the fullest extent permitted by law, Independent Contractor will indemnify Pearson, hold it harmless, and defend and protect it from and against any and all loss, damage, liability, judgment, claim, cost or expense (specifically including reasonable attorneys' fees and costs and expenses of investigation and defense), of any sort, resulting from injury or damage of any sort to any person or entity, arising out of or in connection with Independent Contractor's performance under this Agreement, including the performance of any other party for whom Independent Contractor is responsible under this Agreement. Independent Contractor's obligations under this Section 11 apply to claims or demands alleging violation of copyright, trademark, trade name or other intangible property rights. Additionally, Independent Contractor shall, to the fullest extent permitted by law, indemnify Pearson, hold it harmless, and defend and protect it from and against any and all loss, damage, liability, judgment, claim, cost or expense (specifically including reasonable attorneys' fees and costs and expenses of investigation and defense) resulting from allegations that the Content infringes any third party intellectual property rights.

12. Miscellaneous.

   a. Assignment. This Agreement and Independent Contractor's rights and obligations will not be assignable, in whole or in part, by Independent Contractor without the prior written consent of Pearson.

   b. Governing Law. This Subcontract will be construed and enforced in accordance with the laws of the State of Minnesota without reference to that body of law governing conflicts of venue. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be litigated exclusively in the courts located in Hennepin County in the State of Minnesota. Each party hereby stipulates that the courts located in the State of Minnesota shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

c. Injunctive Relief. Independent Contractor acknowledges it would be difficult to fully compensate Pearson for damages resulting from any breach by Independent Contractor of the provisions of 6, 7, and/or 9 of this Agreement. Accordingly, in the event of any actual or threatened breach of such provisions, Pearson will, in addition to any other remedies it may have, be entitled to temporary and/or permanent injunctive relief to enforce such provisions.

d. Independent Contractor. Independent Contractor warrants that s/he is authorized to enter into this Agreement. Independent Contractor also warrants that s/he is not prohibited, by the terms of any past or current contractor or employment agreement with another company, from performing the tasks contemplated by this Agreement. Independent Contractor will indemnify Pearson for damages resulting from breach of either of these warranties. Independent Contractor warrants that s/he will not subcontract any portion of this work and that all obligations under this Agreement will be fulfilled by Independent Contractor and not delegated to any other party. Pearson requests that Independent Contractor review and complete, Attachment A, Conflict of Interest (attached hereto and incorporated by reference). In providing services to Pearson, Independent Contractor will be acting as an independent contractor and not as an employee or agent of Pearson. Independent Contractor will have no authority, express or implied, to commit or obligate Pearson in any manner whatsoever. Independent Contractor will be responsible for the payment of all taxes applicable to any compensation paid to Independent Contractor and Pearson will not withhold or pay any federal, state, or local income, social security, unemployment and workers compensation taxes related to the work performed under this Agreement.

e. Insurance. If Independent Contractor is a corporation or partnership, Independent Contractor will provide and maintain, at Independent Contractor's own cost, at all times during the term of this Agreement, commercial general liability insurance coverage and/or general liability insurance coverage as applicable, providing coverage on an "occurrence" basis, which shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Agreement), independent contractors and products – completed operations liability. Each such policy shall have a total combined limit of at least $1,000,000. A Certificate of Insurance evidencing such insurance will be provided to Pearson at Pearson's request.

f. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement.

g. Entire Agreement. This Agreement inclusive of the attached SOW(s) contains the entire understanding and agreement between the parties related to its subject matter. This Agreement supersedes any and all other agreements and understandings, whether oral or written, related to its subject matter, and may only be amended by a written document signed by both Independent Contractor and Pearson.

IN WITNESS WHEREOF, Pearson and Independent Contractor have executed this Agreement as of the date set forth in the first paragraph above.

NCS PEARSON, INC.

Signed: Pamela Parmer (Sep 18, 2026 15:48:44 CDT)
Authorized Signature

Name: Pamela Parmer

Title: Manager, Supplier Management

Date: 09/18/2026

INDEPENDENT CONTRACTOR

Signed: Robin Rickard (Sep 18, 2026 15:47:39 CDT)
Authorized Signature

Name: Robin Rickard

Title: Assessment writer

Date: 09/18/2026

Attachment A
Conflict of Interest Disclosure to
NCS Pearson, Inc.

This Agreement is to certify that I, except as described below, do not now and will not during the term of my NCS Pearson, Inc. SOW have a conflict of interest as defined below:

Conflicts of Interest. A conflict of interest exists when an Independent Contractor has interests that cause (or appear to cause) the Independent Contractor to have divided loyalties when making decisions or carrying out tasks on behalf of NCS Pearson, Inc. ("Pearson").

Independent Contractors should not put themselves in a situation where there is even the appearance of a conflict of interest.

Since it is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest, the examples included in this Agreement are not intended to be exhaustive and only include some of the more clear-cut examples.

The following are examples of activities which must be disclosed because they may cause an apparent conflict of interest:

1. Independent Contractor receives any compensation or benefit, as an employee or contractor providing Item Writing, Test Development Services, or any curriculum or assessment-related services. Please specify below what services are provided to whom.

2. Independent Contractor is involved with a State Department of Education which may include such activities as working for a State Department of Education or participating in committee meetings, or other curriculum and assessment-related activities. Please specify below what services are provided to whom.

3. Independent Contractor uses Pearson's customer lists or contacts to market their own or third-party goods and services (whether or not competing with Pearson's products or services.) Please specify below what services are provided to whom.

Disclosures:

Company/State Agency*	**Activities/Services**

*If you cannot disclose due to your agreement with that particular company and/or State Agency, please state so.

Pearson will evaluate potential conflicts of interest based on business requirements. Pearson reserves the right to disqualify a potential Independent Contractor based on an assessment of an unacceptable (or perceived) conflict of interest.

I have disclosed to Pearson all potential conflicts of interest and during the term of my Agreement with NCS Pearson, Inc., agree to notify Pearson in the event I get involved in any activity that may cause or give the appearance of a conflict of interest.

Independent Contractor Robin Rickard (Sep 18, 2026 15:47:39 CDT) 09/18/2026

Signature *Date*

Name of Project 833-086 TX STAAR Item Dev 26/27

Services or Workshop participation specifications

- Independent Contractor agrees to:

Contract Type: Item Writing

Asset Description	Domain	Sub-Domain	Grade	Due Date
Provide 5 Development Workshop hour(s).			NA	9/22/2026
Provide 4 Stimulus item(s).	Science		09	12/31/2026
Provide 40 Multiple Choice item(s).	Science		09	12/31/2026
Provide 10 Multiple Select item(s).	Science		09	12/31/2026
Provide 4 Evidence Based Selected Response item(s).	Science		09	12/31/2026
Provide 10 Inline Choice item(s).	Science		09	12/31/2026

  - Not work on any materials designed for practicing or familiarizing students or teachers with the content of the assessments outside of the materials to be developed specifically for the above-named project only.
  - Read the materials listed below under "Pearson Responsibilities," prior to the first scheduled assignment. The materials will be provided via Pearson's secure FTP site, if applicable.
  - Check for style agreement per the project style guide, editorial guidelines, and item creation requirements, and follow project-specific writing guide as directed.
  - Provide comments/feedback as directed by the Project Manager/Project Coordinator and Functional Lead (e.g., Universal Design Review Specialist, Content Specialist).
  - If delivery schedule cannot be met, Independent Contractor will contact the Functional Lead (e.g., Universal Design Specialist, Assessment Specialist) and Project Manager/Coordinator within four (4) hours of receipt of work. Failure to do so will result in the schedule remaining unchanged with the Independent Contractor expected to complete the work within the scheduled timeframe.
  - Send email notification to the Functional Lead (e.g., Universal Design Review Specialist, Assessment Specialist) and Project Manager/Coordinator when work is complete.
  - Access all assets and materials via the Pearson secure FTP site and/or secure content authoring tool, if applicable.
  - Complete all deliverables pursuant to the schedule provided by Pearson.
  - Contractor warrants that Contractor shall obtain Pearson’s specific written approval before utilizing any Artificial Intelligence (AI)-powered tool/s to create or aid in the creation of any Content for the Services performed under this Statement of Work. Any Content that is created with the aid of any AI-powered tool without prior written approval will not be accepted by Pearson; Pearson shall not be responsible to pay Contractor for any such Content.
  - Independent Contractor will use the following materials, as applicable, during the item writing process: Item writing training PowerPoint and item/passage templates, and other materials as provided by Pearson.
  - Prepare and participate in scheduled Item Writer training session. Payment will include up to one (1) hour of preparation and remaining time for participation in the Item Writing training session.
    * Item frameworks provided by Pearson
    * Computer with updated Chrome (preferred) or Firefox internet browser
    * Item Writers' Guide and other training materials provided by Pearson
  - The number of assets listed above is a maximum number for this Statement of Work. Actual asset counts will be assigned and communicated by a Pearson Assessment Specialist and/or Project Manager/Coordinator.
- These responsibilities do not negate or take precedence over other Pearson Agreements/SOWs or other current work for Pearson assigned to this individual.

Content Acceptance Criteria

Content Acceptance Criteria

- Independent Contractor agrees to:
  - Submit assets meeting acceptance criteria per the due dates and as set forth in the project-specific and/or general specifications document(s), Item and/or Passage writing guide, Style Guide, Templates, and/or any other materials provided by Pearson.
  - Provide documentation of original source information including citation for facts, excerpted text, quotations, or other non-original ideas used in submission as outlined in Attachment C.
  - Provide documentation from both the primary and secondary sources including citations, if primary source material is obtained through a secondary source. Lack of source information will result in termination of this SOW and your Agreement with Pearson.
  - Provide work according to the method specified by Pearson (e.g., secure FTP site, Pearson authoring system).
  - Provide assets created specifically for this SOW. Assets submitted for other SOWS, even if those assets were subsequently rejected, will not be accepted. Assets created under this SOW must be unique and be compliant with Section 9 of this Agreement.
  - Acceptable items shall be:
    * Written to assess important concepts/ideas represented in the assigned benchmarks or standards provided by Pearson; and shall be clear, concise and free from idiomatic expressions, grammatical errors, bias and stereotyping information.
    * Submitted in the required, appropriate template or authoring tool for items, which includes stem and distractors, metadata, suggested art, rationales or rubrics and exemplars, and source information, as appropriate.
  - Multiple-choice items should:
    * be passage dependent or work across the selections provided by the Content Specialist OR work as standalone items as determined in the specifications provided by Pearson
    * measure the skill and expectation for which they are written
    * have only one correct answer
    * have the specified number of answer choices that are balanced grammatically and structurally
    * contain plausible, but incorrect options
    * be grade-level appropriate for difficulty, readability and interest
    * not clue other items
  - Provide each completed passage in the template provided by Pearson including the Passage Title, Word Count and Resources.
  - Machine-scored items should:
    * be submitted with stem and distractors, metadata, suggested art, rationales or rubrics and exemplars, and source information, as appropriate.
- Pearson will review:
  - The progress and status of each task to ensure expected progress is being made and on schedule to complete the task by the defined due date. Lack of progress or performance on assigned tasks may result in delay of payment and/or termination of this Agreement.
  - The assets to ensure they conform to the asset specifications set forth and provided by Pearson.
  - The assets to determine if assets are unacceptably similar to other sources not cited by Independent Contractor, which shall result in termination of this SOW and Agreement. Independent Contractor will not be paid for such unacceptable work.
- All assigned tasks are to be completed by the end date of this SOW, or before.

Fee and Payment Schedule:

- The Independent Contractor will receive:

Asset	Domain	Sub-Domain	Grade	Submission	Accepted	Rate
5 Development Workshop hour(s).			NA	$0.00	$20.00	$20.00

4 Stimulus item(s).	Science	09	$50.00	$185.00	$235.00
40 Multiple Choice item(s).	Science	09	$5.00	$32.00	$37.00
10 Multiple Select item(s).	Science	09	$5.00	$42.00	$47.00
4 Evidence Based Selected Response item(s).	Science	09	$5.00	$42.00	$47.00
10 Inline Choice item(s).	Science	09	$5.00	$42.00	$47.00

  - Payment net thirty (30) business days upon Pearson manager's submission of invoice for all completed and accepted work. Invoices billed to Pearson must include the specific description of work provided.

- The total amount not to be exceeded on this SOW is $3,648.00.

Expenses to be paid by Pearson

Expense	Max Pay
No Expenses to be Paid	0

Pearson Responsibilities:

- Pearson will provide:
  - The project-specific process document, development schedule, online training modules, style guide, Level of Effort checklist, layout guides, art requests, templates, communication directory, Pearson online authoring system training manual, and other materials provided by Pearson, as appropriate.
  - Point-of-contact information including telephone numbers and email addresses of Pearson project team members.
  - Feedback/clarification as needed.
  - Pearson's secure file transfer protocol (SFTP) system and/or Pearson online authoring system access information and documentation, as appropriate, for Independent Contractor to submit assets.
  - Date and time of training as well as mode of training delivery, if applicable.

Attachment C

Source Material Needed to Seek Copyright Permissions

Any assets that incorporate third party copyright protected material must include sufficient source material so permission can be sought where required.

TEXT

Please provide:

- A photocopy of unmarked material from its original source (e.g., book, magazine, newspaper, website). A spreadsheet *naming* the source if not adequate.
    - What to photocopy:
        - **From a book:** Provide a photocopy of the book cover, title page, table of contents, excerpted pages, author information page (if available), and the acknowledgement and credits information, which may be in the front or back of the book. Follow the same procedure for photos, illustrations, and graphics.
        - **From a magazine, journal, newspaper, or other periodical:** Provide a photocopy of the masthead (column listing staff and addresses), acknowledgements and credits page(s).
            - Magazines and journals may allow edits and/or deletions, but newspapers, as a rule, do not permit edits and/or deletions to text.

      Photocopies and printouts of source materials should include page numbers, URLs, bylines, photo captions, photo credits, and/or footers. Also, photocopies should always be clear and easy to read (not too dark and not blurry).

- The direct URL for an article or pages from a website source. Include printouts of the article and the site's "Contact Us" or "About Us" page.
    - If printing an Internet article from a browser, double-check the printout. Use landscape layout if necessary.

ARTWORK

Please provide:

- A photocopy of the artwork from its source – the higher the quality, the better. Color photocopies are best for color photos (300 dpi). Fax copies are unacceptable because the quality degrades too much and photo houses often cannot identify the photos.
- A record of its original source.
    - Example: The source is USA Today, but it says "courtesy San Diego Zoo" in tiny type by it. This is a photo attribution or copyright notice that needs to be included and visible in the materials provided.
- An image I.D. if from a stock agency (e.g., Corbis or Getty).
    - Example: #03F21A-CX
- The photographer's name or illustrator's name.
    - Example: Bruce Coleman
- A detailed description of the changes requested if you want to alter the original artwork. Altering permissioned artwork is highly discouraged.

Attachment D

ACCESS AGREEMENT

This Access Agreement is by and between NCS Pearson, Inc. (Pearson), and Robin Rickard (You) collectively known as "the parties". This Access Agreement is a legal agreement between You (either an individual or a single enterprise) and Pearson, for the Product(s) identified as ABBI and ADAM including associated software components, media, graphics, web pages, printed materials, and "online" or electronic documentation (Product). By using the Product, You agree to be bound by the terms of this Access Agreement. If You do not agree to the terms of this Access Agreement, please inform Pearson in writing and do not use the Product.

This Access Agreement hereby becomes an attachment to the NCS Pearson, Inc. Agreement (Agreement) effective 9/15/2026 , and corresponding Statement of Work (SOW) effective 9/15/2026 (between the parties).

This Access Agreement sets the terms and conditions for the use of the Product.

1. **User Access.** You will have access to the Products. Before You can use the Products for this project, You must complete and send to Pearson a file providing user names and levels of security information requesting a unique user identification and password for access to the Product. Pearson will use this information to set up and provide user access to You.
2. **Protection from Unauthorized Use or Access.** You agree to take reasonable efforts to protect and prevent the Product from unauthorized access or use, which includes, but is not limited to, any attempt to:
   (a) Modify, adapt, decompile, reverse-engineer, disable, corrupt, deface, or adversely affect any part of the Product; or
   (b) Remove any proprietary, copyrighted, or other intellectual property notices on any materials generated by the Products.
3. **Intellectual Property Rights.** The Products and any derivatives are protected by intellectual property rights (including but not limited to copyrights and trade secrets) owned by Pearson and/or its customers or licensors. You will not reproduce, distribute, or create any derivative works of the Products or materials generated by the Products or otherwise exercise or assert any intellectual property rights in or to any portion of the Products or materials generated by the Products.
   (a) The parties agree that the terms of any Non-Disclosure Agreement signed between the parties will apply to your use of the Products and the Pearson Products will be considered Pearson Confidential Information to be protected under such Confidentiality or Non-Disclosure Agreement. To the extent of any conflict between confidentiality or nondisclosure terms in any agreements between the parties such provisions will be followed by You to the greatest extent allowable to preserve Pearson's trade secrets and confidential information.
4. **Disclaimer of Warranties. THE SYSTEM, THE WEBSITE, AND THE REPORTS WILL BE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**
5. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Pearson or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Product or the provision of or failure to provide Support Services, even if Pearson has been advised of the possibility of such damages. In any case, Pearson's entire liability under any provision of this Access Agreement shall be limited to the amount actually paid by Pearson for the services provided under the Agreement or $5,000.00 whichever is less.
6. **System Availability.** Pearson shall make the System generally accessible via Internet connection to You during the term of this Agreement; provided, however, You acknowledge that Pearson may take the System down from time to time to perform maintenance and/or upgrades. In addition, You agree that from time to time the System may be inaccessible or inoperable due to System errors or causes beyond the control of Pearson or which are not reasonably foreseeable by Pearson, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). Pearson shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the System caused by Downtime, whether scheduled or not.
7. **Support.** During the term of this Access Agreement, Pearson will provide authorized users with technical support for the System via telephone, electronic mail, or Pearson's online technical support database, during normal business hours observed by Pearson. Pearson will provide technical support to assist You in resolving errors or malfunctions in the System and to answer technical questions which affect the functionality of and your ability to use the System. Technical support does not include assistance with interpretation of data or compatibility of the Products with your systems.
8. **Termination.** Without prejudice to any other rights, Pearson may terminate this Access Agreement if You fail to comply with the terms and conditions of this Access Agreement. In such event, You must destroy all copies of the Product and discontinue any use of the Product immediately. In any event, this Access Agreement automatically terminates upon termination of the above referenced Agreement SOW between the parties.

Attachment E

Information Security

When processing any Pearson sensitive information (to include but not be limited to Personally Identifiable Information ("PII"), Protected Health Information ("PHI"), credit card information, financial information, intellectual property, ETC.,) Provider agrees to adhere to common sense best practices and the following information security commitments:

1. Provider will only process Pearson sensitive information to the extent necessary to provide Pearson with Provider's services and always in accordance with Pearson's lawful documented instructions;

2. [If any of Provider's staff, contractors or any other third parties are authorized to process the Pearson sensitive information, Provider will only allow them to do so where they are bound by a contractual or statutory obligation of confidentiality];

3. Provider will always ensure that there are appropriate technical and organizational measures to protect Pearson personal data against personal data breaches. These measures shall include, but not be limited to the following:

   3.1 Provider will always ensure that there are appropriate technical and organizational measures to protect Pearson personal data against personal data breaches. These measures shall include, but not be limited to the following:

   3.2 The personal device shall appropriately and securely segregate Pearson data from other customer data.

   3.3 The personal device shall not be shared with anyone not under Pearson contract, and physically secured when out of Provider's immediate control. Pearson will be notified immediately if a device containing Pearson information is lost or stolen at SOC@Pearson.com.

4. Provider will let Pearson know immediately if Provider has reasonable suspicion of a data breach and where requested Provider will assist Pearson to communicate with individuals who are impacted by the data breach; Contact is SOC@Pearson.com;

5. Provider will not appoint a third party to process Pearson sensitive information on Provider's behalf unless Provider gets written permission from Pearson to do so;

6. If Provider does appoint a third party to process Pearson sensitive information on Provider's behalf, Provider will ensure they agree to adhere to terms that are at least as protective as the terms outlined in this agreement and Provider will maintain oversight and responsibility for all acts and omissions, technological and organization requirements, and notification requirements of such third party who is processing Pearson sensitive information;

7. If Pearson requests, Provider will share with Pearson any records that relate to the Pearson sensitive information Provider processes and any independent third-party assessments or audit reports that assess Provider's technical and organizational measures designed to protect Pearson sensitive information;

8. Provider will assist Pearson in responding to individuals' exercise of their data subject rights to the extent that it relates to Pearson personal data provider may process;

9. If Pearson requests, Provider will complete and return to Pearson Pearson's data privacy and security questionnaire;

10. Provider will not process or retain Pearson sensitive information any longer than Provider needs to in order to provide Provider's services to Pearson or to comply with a lawful documented instruction Pearson has given; and

11. When Provider has finished providing the services to Pearson, Provider will return to Pearson or destroy (as Pearson elects) all Pearson sensitive information that Provider have in Provider's possession unless Provider needs to retain it to comply with an applicable law.

12. Provider agrees to be audited by Pearson, no more than once per year, with 30 days written notice, in the form of an electronic questionnaire. Provider will answer each question truthfully and provide evidence of compliance as requested.

13. Provider agrees to properly train anyone processing Pearson sensitive information to the degree commensurate with the type of data they will be processing. As an example, anyone processing ePHI would undertake HIPAA Awareness Training to be provided by the Provider or FERPA training if processing student data.

THIS DOCUMENT SHALL NOT BE USED AS A STANDALONE DOCUMENT, BUT AS AN EXHIBIT TO AN APPROVED MASTER SERVICES AGREEMENT. WHERE NO MSA EXISTS, THIS DOCUMENT HAS NO STANDING.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date set forth above.

NCS PEARSON, INC.	**INDEPENDENT CONTRACTOR**
Signed: Pamela Parmer (Sep 18, 2026 15:48:44 CDT)	Signed: Robin Rickard (Sep 18, 2026 15:47:39 CDT)
Name: Pamela Parmer	Name: Robin Rickard
Title: Manager, Supplier Management	Title: Assessment writer

REQUEST FOR BOARD APPROVAL OF

PERSONAL SERVICES CONTRACT

Pursuant to House Bill 3372 (Effective June 22, 2025)

INSTRUCTIONS: This form must be submitted at least five (10) school days prior to a regularly scheduled Board meeting, but earlier submission is strongly encouraged. A copy of the written personal services contract must be attached to receive consideration. Incomplete forms or late submissions may result in delays or denial of review.

Administrator Information

Full Name: Robin Rickard

Job Title/Position: Science Instructional Facilitator

Campus/Department: Teaching and Learning

Email Address: robinrickard@misdmail.org

Phone Number: 817-975-7310

Contracting Entity Information

Name of Contracting Entity: Pearson

Does the entity conduct or solicit business with Mansfield ISD?

☐ Yes → STOP. This arrangement may not qualify for an exception under HB 3372. You are advised to seek legal counsel.

☑ No

Type of Entity (Check one):

☐ Business (conducts or solicits business with the District)

☑ Education Business (provides services regarding curriculum/administration)

☐ Public Education Institution (e.g., charter school, regional education service center, other ISD)

Contract Information

Title of Services to Be Performed: Item Writer for Project 833-086 TX STAAR Item Dev 26/27

Brief Description of Services: I will write and submit potential 9th grade Biology STAAR questions to Pearson. There is no guarantee that the questions I submit will be accepted for use.

_____

_____

_____

_____

Total Compensation to Be Received: $$540-$3548

Term/Duration of Contract: 9/15/26-12/31/26

Will any services be performed during your regular work hours?

☐ Yes → STOP. Services must be performed entirely on personal time.

☑ No

Attach a copy of the written contract describing the services to be performed.

☑ Attached

Acknowledgments

(Please initial each statement)

RR ____ I acknowledge that the services described will be performed entirely on my personal time, outside of my work hours with the District.

RR ____ I acknowledge that the contract does not create a conflict of interest with my duties to the District.

RR ____ I acknowledge that the arrangement will not harm the District or interfere with District operations.

RR ____ I acknowledge that the contract is subject to disclosure under the Texas Public Information Act.

RR ____ I acknowledge that violation of HB 3372 may result in personal civil penalties up to $10,000 per violation.

Signature

Signature: _____

Date: 9/24/2026

[Remainder of page intentionally left blank]

District Use Only

Date Received: _____

Reviewed by (Name & Title): _____

☐ Contract Attached.

☐ Administrator is not a Superintendent, Associate Superintendent, or Board of Managers member.

☐ Administrator's responsibilities do not primarily involve classroom instruction.

☐ Administrator is not a Trustee.

Recommendation:

☐ Forward to Board for Consideration

☐ Returned – Not Eligible

☐ Returned – Incomplete

Board of Trustees Action

(To be completed following Board review)

☐ Approved

☐ Denied

Board Meeting Date: _____

Comments or Conditions (if any): _____

_____

_____

_____

Board President Signature: _____

Date: _____

REQUEST FOR BOARD APPROVAL OF

PERSONAL SERVICES CONTRACT

Pursuant to House Bill 3372 (Effective June 22, 2025)

INSTRUCTIONS: This form must be submitted at least five (10) school days prior to a regularly scheduled Board meeting, but earlier submission is strongly encouraged. A copy of the written personal services contract must be attached to receive consideration. Incomplete forms or late submissions may result in delays or denial of review.

Administrator Information

Full Name: ERICA WOOD

Job Title/Position: Principal

Campus/Department: Jandrucko

Email Address: ericawood@misdmail.org

Phone Number: 817-235-2570

Contracting Entity Information

Name of Contracting Entity: Teaching Strategies

Does the entity conduct or solicit business with Mansfield ISD?

☐ Yes → STOP. This arrangement may not qualify for an exception under HB 3372. You are advised to seek legal counsel.

☒ No

Type of Entity (Check one):

☐ Business (conducts or solicits business with the District)

☒ Education Business (provides services regarding curriculum/administration)

☐ Public Education Institution (e.g., charter school, regional education service center, other ISD)

Contract Information

Title of Services to Be Performed: Training on Early Childhood best practices & solutions purchased.

Brief Description of Services: After an organization purchases a solution from the sales department, Professional Development workers (me) are able to sign-up to provide trainings on what was purchased. We are not part of the sales process, just professional development.

Total Compensation to Be Received: $ 800.00 per session

Term/Duration of Contract: 1 year

Will any services be performed during your regular work hours?

☐ Yes → STOP. Services must be performed entirely on personal time.

☒ No

Attach a copy of the written contract describing the services to be performed.

☐ Attached

Acknowledgments

(Please initial each statement)

EW I acknowledge that the services described will be performed entirely on my personal time, outside of my work hours with the District.

EW I acknowledge that the contract does not create a conflict of interest with my duties to the District.

EW I acknowledge that the arrangement will not harm the District or interfere with District operations.

EW I acknowledge that the contract is subject to disclosure under the Texas Public Information Act.

EW I acknowledge that violation of HB 3372 may result in personal civil penalties up to $10,000 per violation.

Signature

Signature: Erica Wood

Date: 8/25/24

[Remainder of page intentionally left blank]

District Use Only

Date Received: _____

Reviewed by (Name & Title): _____

☐ Contract Attached.

☐ Administrator is not a Superintendent, Associate Superintendent, or Board of Managers member.

☐ Administrator's responsibilities do not primarily involve classroom instruction.

☐ Administrator is not a Trustee.

Recommendation:

☐ Forward to Board for Consideration

☐ Returned – Not Eligible

☐ Returned – Incomplete

Board of Trustees Action

(To be completed following Board review)

☐ Approved

☐ Denied

Board Meeting Date: _____

Comments or Conditions (if any): _____

_____

_____

_____

Board President Signature: _____

Date: _____

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PROFESSIONAL DEVELPOPMENT NETWORK TRAINER AGREEMENT

This Professional Development Network Trainer Agreement ("Agreement") is effective as of January 1, 2026, ("Effective Date") between Teaching Strategies, LLC, ("TS") a Delaware corporation with its principal place of business at 80 M Street, SE, Suite 1010 Washington, DC. 20003 and Erica Wood, ("PDN Trainer"), a / an individual with its principal place of business at 2720 Whispering Trail Cir Pantego TX 76013

1. **Background.** TS provides professional development network ("PDN") training services to TS customers. As a PDN Trainer you are an independent contractor providing subcontracted services at the general direction of TS individually and, if any, by your employees. PDN Trainer is solely and exclusively responsible for its actions and inactions during the course of providing the Services, as defined below, and otherwise.

2. **Scope of Services.** PDN Trainer agrees to deliver the services ("Services") as specified in a Statement of Work ("SOW") attached to this Agreement.

3. **Payment, Fees, Expenses, & Taxes.** TS agrees to pay PDN Trainer fees for Services delivered and accepted by TS at the daily and hourly rates specified in a SOW and will reimburse PDN Trainer for travel and related expenses compliant with TS travel reimbursement requirements.

4. **Term and Termination.** This Agreement begins as of the Effective Date and will remain in effect until the first of (a) when terminated by either party or as stated below in this section, or (b) December 31, 2026. Either party may terminate this Agreement for cause or for convenience. Termination will be communicated in writing, via mail, or via email and will include termination of all SOWs. Termination will be effective immediately, or as of the date specified in the communication. Upon termination of this Agreement, including all SOWs, all intellectual property, materials, documents, data, and reports given to or prepared by PDN Trainer hereunder must be immediately returned to TS. PDN Trainer will be paid for Services delivered and accepted up to the effective date of the termination on a pro-rata basis.

5. **Independent Contractor Relationship.** PDN Trainer acknowledges and agrees that it is an independent contractor whose employees, if any, are not employees or agents of TS for any purpose including, but not limited to, federal, state, or local unemployment

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insurance laws, old age benefits, Social Security Law, workers' compensation law, tax laws, or any other industrial law and are not eligible for any of the benefits to which TS employees are eligible. TS Trainer does not have any authority, express or implied, to assume or create any obligation on behalf of TS and shall not use or display the TS name or any other trademark, or trade name owned or claimed by TS or its affiliates without TS consent. PDN Trainer is solely and exclusively liable for the payment of all required federal, state, and local income, employment, unemployment, property, excise, sales, and use taxes and associated contributions in connection with the payment for Services rendered under this Agreement.

1. PDN Trainer acknowledges and agrees that it is the PDN Trainer's sole obligation to report all self-employment income on payments received from TS for Services rendered as a PDN Trainer. PDN Trainer agrees to indemnify and hold TS harmless to the extent of any obligation imposed by law on TS to pay any withholding taxes, social security, unemployment, disability insurance, or similar items in connection with any payments made to PDN Trainer by TS for Services to TS.

6. Insurance. During the term of the Agreement and any SOWs and for one (1) year thereafter, PDN Trainer shall maintain in effect, at PDN Trainer's expense, the following minimum levels of insurance coverage:

6.1. Single limit general liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage caused by the acts or omissions of the PDN Trainer its employees or agents

6.2. Comprehensive automobile liability insurance in the amount of $300,000, combined single limit liability;

6.3. Professional liability insurance, including errors and omissions coverage, in an amount of not less than $1,000,000 per occurrence for (i) breach of this Agreement and (ii) its indemnification obligations under this Agreement); and

6.4. If applicable, workers' compensation and employers' liability insurance, or the equivalent, including a broad form all states endorsement, in amounts sufficient to satisfy the requirements of the jurisdictions in which Consultant operates, but no less than $1,000,000 per occurrence for employer liability.

6.5. Certificates of insurance evidencing such coverage must be furnished to TS upon commencement of an SOW to this Agreement, and at each policy renewal date.

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6.6. PDN Trainer's insurance shall be primary and non-contributory.

7. Warranty. PDN Trainer warrants that: (i) it is able to enter into this Agreement and perform the Services contemplated; (ii) its ability to enter into this Agreement is not limited or restricted by any agreements or understandings between PDN Trainer and other persons; (iii) any Services it provides and information or materials it develops for or discloses to TS will not be based upon confidential or proprietary information derived from any third party; (iv) any materials delivered to TS under this Agreement will not infringe on the copyright, patent, or any other proprietary right of any third party; (v) it will not directly or indirectly offer, pay, promise to pay, give, promise to give, or authorize the payment or giving of any money or anything of value, to any government official or government employee or contractor; and (vi) agrees that it will not seek and that it will require its employees not to seek patent, copyright, trademark, registered design, or other protection for any rights in any such inventions, works of authorship, or proprietary data. PDN Trainer shall have no right to disclose or use any such inventions, works of authorship, or proprietary data for any purpose whatsoever and shall not communicate to any third party the nature of or details relating to such inventions, works of authorship, or proprietary data. PDN Trainer agrees that, if applicable, it will execute and require its employees to execute, at TS expense, all documents as TS may reasonably require to vest in TS or its nominees these rights or defend the rights referred to herein and to secure for TS or its nominees all patent, trademark, trade secret, or copyright protection. In the course of the PDN Trainer's work hereunder or as a result thereof, PDN Trainer may use materials subject to copyright. PDN Trainer represents that TS is the sole owner of all copyrights in the material to be presented, that the PDN Trainer obtained all permissions necessary for their reproduction and distribution, and that the reproduction and distribution of the materials do not violate or infringe upon any trademark, copyright, or other proprietary right of any person, firm, or company. Should any materials delivered to TS under this Agreement become the subject of any infringement claim or suit, PDN Trainer will obtain the right for TS to continue using the materials or replace or modify the materials to make them non- infringing.

8. Rights in Works. PDN Trainer acknowledges and agrees that this Agreement constitutes a work-for-hire arrangement, and that all materials prepared or developed by PDN Trainer for TS either solely or jointly with others, during or in connection with, or with the use of information received in, the performance of Services under this Agreement are the exclusive property of TS. PDN Trainer hereby grants, conveys, and assigns to TS all rights, title, and interests in inventions, works of authorship, and other proprietary data (as well as the copyrights, patents, trade secrets, and similar rights

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attendant thereto) conceived, reduced to practice, authored, or developed by PDN Trainer, either solely or jointly with others, during or in connection with, or with the use of information received in, the performance of Services under this Agreement.

9. Confidentiality. The parties hereto acknowledge that, for PDN Trainer to perform the Services, it may be necessary or desirable for TS to disclose to PDN Trainer confidential and proprietary information belonging to TS and/or third parties. PDN Trainer hereby agrees to treat any and all information gained by PDN Trainer as a result of or in connection with the Services or this Agreement ("Information") as strictly confidential, whether or not such Information has been specifically marked or otherwise designated as such. PDN Trainer further agrees that it will not disclose any such Information to anyone, nor otherwise use such Information, for any purpose at any time, except to the extent necessary to perform the Services or as ordered by a court of competent jurisdiction.

PDN Trainer further agrees that, for the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, PDN Trainer will not directly or indirectly provide services similar in nature to the Services for any business that is a competitor of TS or offers services substantially similar to the Services or related products.

The parties agree that, in the event of a breach by PDN Trainer of this section, TS may not have an adequate remedy in money or damages. The parties therefore agree that, in such event, TS will be entitled to seek injunctive relief against such breach in any court of competent jurisdiction. Such injunctive relief will not limit TS's right to obtain other remedies available under applicable law.

10. Conflicts of Interest. PDN Trainer warrants that no conflict of interest exists between PDN Trainer and/or its consulting engagements and the performance of Services under this Agreement. PDN Trainer shall promptly notify TS in writing, and prior to signing of any SOW, if such a conflict of interest arises in the future.

11. Indemnification. PDN Trainer will indemnify, defend, and hold harmless (including paying court costs and reasonable attorneys' fees) TS and its affiliates and their officers, employees, partners, principals, agents, and permitted assigns against all costs, expenses (including reasonable attorneys' fees), losses, liabilities, and damages that arises out of, or in relation to, PDN Trainer's Services under this Agreement and SOWs. Such indemnities shall include, but are not limited to: tort liability for the PDN Trainer's acts or omissions; liability for breach of contract; patent, copyright, or trademark infringement; discrimination claims; and claims for wages or employee benefits including but not limited to pension rights, unemployment insurance, workers compensation,

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unemployment insurance, disability benefits, FICA payments, and withholding of Federal, State, or local income taxes.

12. Notices. All legal notices and communications given under this Agreement must be in writing and delivered personally or via: FedEx, UPS, USPS (pre-paid postage, certified, return receipt, signature required), or other trackable mail service provider, addressed to each party at the address set forth below or such other address as is specified in a written notice from one party to the other party. Notice will be deemed received the day after delivery if personally delivered, and will be deemed received three (3) days after mailing if mailed via a trackable mail service provider if mailed to the addresses below:

PDN Trainer	Teaching Strategies, LLC
Name: Erica Wood **Address** 2720 Whispering Trail Cir **City:** Pantego **State:** TX **Zip Code:** 76013 **Email:**erica.w.pdn@teachingstrategiespd.net	**Name:** Thomas Yamamoto **Title:** General Counsel **Address:** 80 M Street, SE, Suite 1010 **City:** Washington **State:** DC **Zip Code:** 20003 **Email:** legal@teachingstrategies.com

13. Entire Agreement; Amendment and Waiver. This Agreement, including SOWs, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter. This Agreement and SOWs may only be amended or modified by a written agreement signed by both parties. If any provision of this Agreement or SOW is determined to be invalid or unenforceable in whole or in part, the remaining provisions will continue in full force and effect. No delay or omission in exercising any right or powers shall impair such right or power to be construed to be a waiver. No provision of the Agreement or SOW will be waived and no breach excused unless the waiver or consent is in writing and is signed by the party that is claimed to have waived or consented. To the extent of any express conflict or inconsistency between the terms and conditions of the SOW and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control.

14. Governing Law and Claims. This Agreement will be governed and construed in accordance with the laws of the State of Maryland, without reference to its conflict of laws provision. Any dispute regarding this Agreement and SOWs will be subject to the exclusive jurisdiction of the state courts in and for Montgomery County, Maryland, USA (or if there is federal jurisdiction, the US District Court for the Northern District of Maryland), and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. No claim or action, regardless of form,

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arising out of this Agreement or SOW may be brought by PDN Trainer more than one (1) year after PDN Trainer first became aware, or reasonably should have been aware, of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or SOWs.

15. General Provisions.

15.1. Legal Compliance. PDN Trainer agrees to comply with all applicable laws, regulations, and TS customer requirements in performance of the Services under the Agreement and all SOW including, but not limited to:

15.1.1. Background Checks. TS will conduct background checks on all PDN Trainers. PDN Trainer agrees to provide all appropriate information necessary for TS to perform the appropriate Background Checks. The Background Checks will include a review of PDN Trainer's driving, criminal, sex offender, and child abuse records and any other information requested or required by TS customers.

PDN Trainer understands that its engagement for Services hereunder by TS is contingent on meeting the TS customer background check requirements. TS may be required to have PDN Trainer provide additional Background Checks and/or fingerprinting to be eligible to provide certain subcontracted services in support of specific TS customers. PDN Trainer hereby releases and agrees to hold harmless from liability TS, its officers, directors, agents, and employees from any liabilities or claims resulting from the investigation of PDN Trainer's background.

15.1.2. Drug Free Workplace Act. TS customers generally require that TS ensure that its subcontractors maintain a "Drug-Free Workplace." In support of this, PDN Trainer agrees to comply with the Drug-Free Workplace Act §§ 5151-5160 (41 C.F.R. §701 et seq., as amended) ("Act") as it applies to the Services rendered under this Agreement and any SOW. PDN Trainer also agrees to not engage in unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of any Services.

15.1.3. Prevention of Fraud. TS customers that are government entities or have similar requirements generally require that TS ensure its subcontractors report fraud. In support of this, PDN Trainer agrees to report any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of law or rules, policies, and procedures for which TS is responsible under a TS customer grant or similar award. All information must be reported within five (5) working days from the date of discovery to the then current Maryland Office of Attorney General.

15.2. Assignment. PDN Trainer may not subcontract or assign this Agreement, which includes all SOWs, or any right or obligation under this Agreement without the prior written consent of TS. TS may assign, subcontract, or otherwise transfer its rights, liabilities, or obligations under this Agreement.

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15.3. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled by arbitration in the State of Maryland in accordance with the then prevailing rules of American Arbitration Association. The final decision of the arbitrators will be final and binding on the parties. Any award rendered may be enforced by any court having authority.

a. Disclaimer of Damages. Notwithstanding anything to the contrary contained in this Agreement or any SOW, in no event will TS or its affiliates be liable to PDN Trainer or its affiliates for consequential, special, indirect, exemplary, or punitive damages, whether arising in tort, contract, or otherwise; or for any damages arising out of or in connection with any malfunctions, delays, loss of data, lost profits, lost savings, loss of business, or anticipatory profits, even if TS or its affiliates have been advised of the possibility of such damages.

b. Survival. Any provision of this Agreement which contemplates obligations or performance after the termination of this Agreement, including, but not limited to, sections 4 through 10, and 12 through 15, will survive the termination or expiration of this Agreement.

The parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

PDN Trainer		**Teaching Strategies, LLC**
By (Signature): DocuSigned by: Erica Wood 49AAF51618DB450...		By (Signature): Thomas Yamamoto
Name: Erica Wood		Name: Thomas Yamamoto
Title: **PDN Trainer**		Title: General Counsel
Date: 12/6/2025		Date: 12/6/2025

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STATEMENT OF WORK 1

This Statement of Work ("SOW") 1 is hereby incorporated into the PDN Trainer Agreement ("Agreement") effective as of January 1, 2026, between Teaching Strategies, LLC ("TS") and Erica Wood , PDN Trainer". Capitalized terms not defined herein will have the meaning given to them in the Agreement.

Services. PDN Trainer will provide professional development services to TS customers as described at **2026 PDN POLICIES and PROCEDURES.pdf**

1. **Date(s) for the Performance of Services.** The Services to be provided by PDN Trainer will be mutually agreed upon by PDN Trainer and TS based upon TS customer needs and will be made available for PDN Trainer via the Salesforce/Skedulo process.

2. **Payment**. For U.S. domestic training, PDN Trainer will be paid a daily rate of $ 800 for a 6-hour on-site/Virtual training or an hourly rate of $ 133.34 for on-site/Virtual trainings lasting less than or more than 6-hour increments. PDN Trainer will be paid a daily rate of $1,000.00 for all international onsite for a 6-hour training day and $ for international training lasting less than or more than 6 hours. The Hourly Training Rate applies only to hours spent training or providing services to TS customers. PDN Trainer preparation and travel time is not billable to TS, and TS will not pay for PDN Trainer's preparation or travel time. Payment will be issued in accordance with TS policies and procedures.

3. **Expense Reimbursement.** PDN Trainer will be reimbursed by TS for expenses incurred in the provision of Services in accordance with the TS travel and expense policies and procedures. Per Diem rate for on-site trainings within the contiguous United States is set at a flat rate of $68; Per Diem outside of the contiguous United States is paid by receipt.

4. **Additional Incentives**. From time to time, at TS' discretion, TS may offer special fee incentives that will be subject to specific terms and conditions. PDN Trainer will receive communication about such incentives via email or updates to the TS policies and procedures.

5. **Term.** This SOW will commence on January 1, 2026, and will continue through December 31, 2026, unless terminated earlier pursuant to the Agreement.

The parties have caused their authorized representatives to execute this SOW, and it is effective as of the date of the last signature below.

PDN Trainer		Teaching Strategies, LLC

Docusign Envelope ID: 51BCCC53-20C0-4685-8D85-6703A5BDEC1B

TeachingStrategies®
for Early Childhood

80 M Street SE • Suite 1010 • Washington, DC 20003
Phone 301-634-0818 • Fax 301-657-0250
www.TeachingStrategies.com

By (Signature):	DocuSigned by: Erica Wood 49AAF51618DB450...		By (Signature): Thomas Yamamoto
Name (Print):	Erica Wood		Name: Thomas Yamamoto
Date:	12/6/2025		Title: General Counsel
			Date: 12/6/2025

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TEACHING STRATEGIES, LLC
WAIVER OF LIABILITY

This **WAIVER OF LIABILITY** ("**Waiver**") is effective as of January 1, 2026 ("**Effective Date**"), by and between Teaching Strategies, LLC ("TS"), a Delaware limited liability company, with its headquarters located at 80 M Street, SE, Suite 1010, Washington DC 20003, and Erica Wood ("Consultant"). Consultant agrees to and confirms all of the statements in this Waiver and has read and is fully familiar with, and bound by, the contents of this Waiver. Consultant freely and voluntarily executes this Waiver, and in consideration of the opportunity to provide services for TS, hereby agrees to as follows:

Consultant has agreed to provide services as an independent contractor for TS, and the relationship shall not be deemed to create a joint venture, employer/employee, partnership, or any other relationship. TS does not provide Consultant with any form of medical, liability, worker's compensation, or any other type of insurance coverage. As such, Consultant is solely responsible for any medical, liability, or other costs or damages, including expenses and other losses, arising out of any bodily injury, including death, or property damage sustained by Consultant or caused by Consultant to a third party, including TS, while Consultant is providing services for TS as an independent contractor.

TS agrees to accept this waiver in lieu of any requirement in Consultant's contractual agreement with TS for Consultant to provide its own workers' compensation insurance coverage.

Consultant also agrees not to bring any claim, demand, or action against TS, its officers, directors, shareholders, employees, affiliates, agents, subcontractors, and/or partners (collectively, the "TS Parties") for losses, expenses, costs, damages, or bodily injury, or other, including death or damage to property, arising from or while performing services for TS as an independent contractor. In addition, Consultant shall indemnify, defend, and hold the TS Parties harmless from and against any and all liabilities, damages, actions, demands, suits, losses, costs, and expenses of any kind in any way arising out of or on account of any action of Consultant, including actions of its employees, subcontractors, officers, directors, affiliates, shareholders, agents, and/or partners, or any claim arising out of or resulting from injuries or death to any person or damage to property, including theft, as well as any claims that material produced by Consultant infringes any patent, copyright, trademark, or misappropriates any trade secret, provided, however, Consultant shall not indemnify TS for any claims based on any alleged infringement arising from additions or modifications made by TS.

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www.TeachingStrategies.com

IN WITNESS WHEREOF, this Waiver has been duly executed by the parties as set forth below, and is valid as of the Effective Date.

PDN Trainer		**Teaching Strategies, LLC**
By (Signature): DocuSigned by: Erica Wood 49AAF51618DB450...		By: Thomas Yamamoto
Name (Print):		Name: Thomas Yamamoto
Date: 12/6/2025		Title: General Counsel
		Date: 12/6/2025

Board of School Trustees
Mansfield Independent School District

TITLE: Consideration and Approval of October Book Order

DATE: October 27, 2026

ACTION

BACKGROUND:

Per Board Policy EFB (LOCAL) and Senate Bill 13, the Mansfield ISD Board of Trustees must approve library materials prior to purchase. The list of proposed books to purchase has been posted on the Library Services webpage for public review for 30 days. This list of proposed books to purchase must be included in the Consent Agenda.

RECOMMENDATION:

The Superintendent recommends the approval of the October book order.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Books to be purchased by Elementary and above - 1229 Titles					
102	Cordell	Matthew	978-0-316-58095-3	Elementary	
Amari and the metalwork menace (Supernatural Investigations)	Alston	B. B.	9780063340022	Elementary	
Five run away together (Famous Five Graphic Novel)	Natael		9781444974904	Elementary	
Jeff the Land Shark : friends and rivals (Jeff The Land Shark)	Thompson	Kelly	9781302966942	Elementary	
Legend of Memo Castillo (Kids In Mrs. Z's Class)	Alexander	William	9781523527472	Elementary	
Who smashed Hollywood Barriers with Gung Fu? : Bruce Lee (Who HQ Graphic Novel)	Robeson	Teresa	9780593384633	Elementary	
Bearded Dragons (Hello, Reptiles!)	Schuh	Mari	979-8-89662-479-0	Elementary	
Loki (Asgardians)	O'Connor	George	9781250760807	Elementary	
Snowball the Baby Yeti (Magical Rescue Vets)	Lockhart	Melody	978-1-398-81916-0	Elementary	
The Spider's Lair (Stitch Head)	Bass	Guy	978-1-664-34071-8	Elementary	
The Witches of Pepperwood Bay 2 (The Witches of Pepperwood Bay)	Wiley	Lisa Manuzak	978-1-545-83382-7	Elementary	
10-minute true ghost encounter stories (Brain Candy Books: 10-Minute True Ghost Stories)	Atwood	Megan	979-88-7528-163-1	Elementary	
10-minute true terrifying toy stories (Brain Candy Books: 10-Minute True Ghost Stories)	Atwood	Megan	979-88-7528-155-6	Elementary	
100 things to know about the oceans (100 Things to Know About...)	Martin	Jerome	978-1-80507-167-9	Elementary	
150,000 trees : growing a memorial for 9/11's Flight 93	Hirsch	Rebecca E	978-1-66894-490-5	Elementary	
20 things you didn't know about baseball (Did You Know? Sports)	Lake	Theia	979-83-687-9795-3	Elementary	
20 things you didn't know about basketball (Did You Know? Sports)	Lake	Theia	979-83-687-9796-0	Elementary	
20 things you didn't know about football (Did You Know? Sports)	Lake	Theia	979-83-687-9797-7	Elementary	
2027 Level Up --100% Unofficial	Scholastic	Inc	979-82-250-6584-3	Elementary	
5-minute dinosaur stories (5-Minute Discovery Stories)	Dawnay	Gabby	978-1-41978-669-3	Elementary	
5-minute ocean stories (5-Minute Discovery Stories)	Dawnay	Gabby	978-1-41977-693-9	Elementary	
50 things you didn't know about Mexico (50 Things You Didn't Know About (Red Chair))	O'Neill	Sean	978-1-64371-324-3	Elementary	
978-1-947277-33-5	Lefebvre	Jason	9781094255828	Elementary	Yes
A Bad Case of Stripes	Shannon	David	9781987163193	Elementary	Yes
A Book for Everyone (All the Books)	Rocco	Hayley	978-0-316-58842-3	Elementary	
A coven of witches : spellbinding tales of magic and myth (Frights to Tell at Night)	Powell	Alexis	978-1-42366-978-4	Elementary	
A garden of vipers	Lincoln	Beth	979-82-17-00198-9	Elementary	
A history of fashion for children (History Of... (Thames))	Joicey	Celia	978-0-500-65336-4	Elementary	
A la mode : a cookbook for kids who love ice cream (Kids in the Kitchen)	Klepinger	Teresa	979-88-920086-7-9	Elementary	
A New Day	Meltzer	Brad	9781669666479	Elementary	Yes
A postcard from France (Blossoms Readers Level 4: Magic Postcards)	Friedman	Laurie B	978-1-66882-578-5	Elementary	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
A sailor went to sea (Sing Along with Me!)	Huang	Yu-Hsuan	978-1-53621-717-9	Elementary	
A sea monster conundrum (Misfits, Book 3)	Yee	Lisa	979-82-17-02377-6	Elementary	
A Sick Day for Amos McGee	Stead	Philip C	9781094291000	Elementary	Yes
A surprise for Willow (Fairies Welcome, Book 1)	Jackson	Bea	978-1-66594-109-9	Elementary	
Aaron Judge vs. Babe Ruth : who would win? (Lerner Sports: All-Star Smackdown)	Anderson	Josh	979-87-6562-352-7	Elementary	Yes
Acrostic poems (Big Buddy Books: Poetry Power)	Van Oosbree	Ruthie	978-1-53219-891-5	Elementary	
Act (Click, Book 3)	Miller	Kayla	978-1-09825-706-4	Elementary	Yes
Action Jasmine	Giang	Kristen Mai	978-0-593-61924-7	Elementary	
Actuar con clase	Craft	Jerry	978-84-11-40367-2	Elementary	
Ada Trenza Roja. El acertijo de saurus (Ada Red Braid, Book 2)	Diaz Reguera	Raquel	978-84-19-97554-6	Elementary	
Ada Trenza Roja. El corazon de coral (Ada Red Braid, Book 3)	Diaz Reguera	Raquel	979-1-38759-817-4	Elementary	
Ada Trenza Roja. El secreto de Jon Garfio (Ada Red Braid, Book 1)	Diaz Reguera	Raquel	978-84-19-97501-0	Elementary	
Africa (Continents of the World (Redback Publishing))	Lesley	John	978-1-922322-39-5	Elementary	
African Animals (Early Animal Encyclopedias)	Bullard	Lisa	979-83-8497-001-9	Elementary	
AI and the arts (Exploring Artificial Intelligence)	Olson	Elsie	979-87-6564-786-8	Elementary	
AI basics (Exploring Artificial Intelligence)	Olson	Elsie	979-87-6564-787-5	Elementary	
AI safety (Exploring Artificial Intelligence)	Olson	Elsie	979-87-6564-788-2	Elementary	
Air Commandos (US Military)	Marlin	Charles	979-83-18-91580-2	Elementary	
Aircraft carriers (Military Machines (Apex))	Marlin	Charles	979-83-687-5696-7	Elementary	
AJ Torres and the treasure of Captain Grayshark	Iriarte	Jose Pablo	978-0-593-70375-5	Elementary	
Alex Ovechkin vs. Gordie Howe : who would win? (Lerner Sports: All-Star Smackdown)	Burns	Jason M	979-83-480-4255-4	Elementary	
Alexandria Ocasio-Cortez (Both Sides of the Aisle)	Youssef	Jagger	979-83-18-93829-0	Elementary	
Alexia Putellas (Torque: Sports Superstars)	Golkar	Golriz	979-88-930403-3-3	Elementary	
Alexis's half-baked idea (Cupcake Diaries (Simon Spotlight), Book 32)	Simon	Coco	978-1-54443-922-8	Elementary	
Ali the Great and the big deal spelling bee (Ali the Great)	Faruqi	Saadia	979-88-7520-663-4	Elementary	
Ali the Great saves the day (Ali the Great)	Faruqi	Saadia	978-0-7565-9396-4	Elementary	
Alien scout (Alien Next Door, Book 3)	Newton	A. I.	978-1-54907-178-2	Elementary	Yes
Aliens for dinner?! (Alien Next Door, Book 2)	Newton	A. I.	978-1-49980-562-8	Elementary	Yes
All brains welcome! : embracing ADHD, autism, dyslexia, and more	Peyton	Johanna	978-1-46424-419-3	Elementary	
All the ways we learn	Ward	Chloe Ito	979-82-17-05037-6	Elementary	
Allies under siege : the Market Garden disaster (World War II Military Disasters)	Yomtov	Nel	979-88-7523-993-9	Elementary	
Amari and the despicable wonders (Supernatural Investigations, Book 3)	Alston	B. B.	979-83-687-8970-5	Elementary	
Amari and the Great Game (Supernatural Investigations, Book 2)	Alston	B. B.	978-1-51606-721-3	Elementary	
Amber (Scientific American Investigates Gems)	Gottlieb	Beth	978-1-538-31373-2	Elementary	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Ambitious girl (Ambitious Girl)	Harris	Meena	978-0-316-22969-2	Elementary	
Amethysts (Scientific American Investigates Gems)	Gottlieb	Beth	979-83-18-93993-8	Elementary	
Amira's Picture Day	Faruqi	Reem	9781669610618	Elementary	Yes
An anthology of aquatic life (DK Children's Anthologies)	Hume	Sam	978-0-7440-5982-3	Elementary	
An anthology of exquisite birds (DK Children's Anthologies)	Hoare	Ben	978-0-593-84358-1	Elementary	
An anthology of flowers : a collection of flowers from gardens, mountains, and more, with fascinating secrets (DK Little Anthologies)	Bailey	Maddie	979-82-17-13395-6	Elementary	
An anthology of intriguing animals (DK Children's Anthologies)	Hoare	Ben	978-1-46547-702-6	Elementary	
An anthology of our extraordinary Earth (DK Children's Anthologies)	Oldershaw	Cally	978-0-7440-8390-3	Elementary	
An Anthology of Remarkable Bugs (DK Children's Anthologies)	French	Jess	979-82-17-31303-7	Elementary	
An Elephant & Piggie biggie! Volume 3 (Elephant & Piggie Biggie, Book 3)	Willems	Mo	978-1-36805-715-8	Elementary	
Animal cells (Exploring Life Science)	Lim	Angela	979-88-7530-599-3	Elementary	
Animal Rescue Friends : Running Wild (Animal Rescue Friends, Book 5)	Colleen	Marcie	979-83-18-97277-5	Elementary	
Animal Rescue Friends. 2,Friends fur-ever (Animal Rescue Friends, Book 2)	Tropper	Jana	9781338894684	Elementary	Yes
Animals at risk (Wild World: Top 10)	Maloney	Brenna	9781546177517	Elementary	
Ant and the Grasshopper Little Board Book	Punter	Russel	9780794554460	Elementary	
Antologia de animales extraordinarios	Hoare	Ben	978-1-46548-662-2	Elementary	
Antologia de aves extraordinarias (DK Children's Anthologies)	Hoare	Ben	979-82-17-12976-8	Elementary	
Antologia de dinosaurios y vida prehistorica (DK Children's Anthologies)	Chinsamy-Turan	Anusuya	978-0-7440-6439-1	Elementary	
Ape escape (FunJungle Novel)	Gibbs	Stuart	9781665986779	Elementary	
Aquamarine (Scientific American Investigates Gems)	Gottlieb	Beth	978-1-53831-379-4	Elementary	
Arctic & Antarctic (DK Eyewitness)	Taylor	Barbara	978-0-593-84242-3	Elementary	
Arctic Animals (Early Animal Encyclopedias)	Borgert-Spaniol	Megan	979-83-8497-002-6	Elementary	
Argentina (Spotlight on Nations)	Lewis	Leigh	979-88-958148-7-1	Elementary	
Argentina (World Cup Champions)	Cowan	Greg	978-1-77456-908-5	Elementary	
Army Rangers (US Military)	Marlin	Charles	979-83-18-91581-9	Elementary	
Artificial intelligence : a graphic history (Amazing Inventions (Lerner))	Berne	Emma Carlson	979-87-6564-742-4	Elementary	
Asia (Continents of the World (Redback Publishing))	Lesley	John	978-1-922322-43-2	Elementary	
Atomic Lucas : a magical graphic novel (Atomic Lucas, Book 1)	Sourcil	Pirate	979-83-18-94255-6	Elementary	
ATV cheat (Jake Maddox JV)	Maddox	Jake	978-1-66905-958-5	Elementary	
Australia (Continents of the World (Redback Publishing))	Lesley	John	978-1-922322-44-9	Elementary	
Australian Animals (Early Animal Encyclopedias)	Bell	Samantha S	979-83-8497-004-0	Elementary	
Austria (Blastoff! Discovery: Country Profiles)	Klepeis	Alicia	978-1-64487-609-1	Elementary	
Axolotl x Wooper : the animal that inspired the Pokemon (Abdo Kids Jumbo: Pokemon IRL)	Hansen	Grace	979-83-8490-983-5	Elementary	
Axolotl-Ella : a sort-of Cinderella story	Messner	Kate	978-0-593-83799-3	Elementary	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Bacteriology (Science-Ology)	Claybourne	Anna	979-83-687-9802-8	Elementary	
Bad Bunny (Hispanic Star En Espanol)	Romo Edelman	Claudia	979-83-687-0691-7	Elementary	
Bad Guys : breaking in : crime after crime (Bad Guys TV Chapter Book)	Barbo	Maria S.	9798225065836	Elementary	
Bad Guys : breaking in : moving on up (Bad Guys TV Chapter Book)	Barbo	Maria S.	9781546175551	Elementary	
Bad Guys in the Baddest Day Ever	Blabley	Aaron	9781338714982	Elementary	Yes
Baking with mi abuelita (Step Into Reading-Step 2)	Mora	Julissa	978-1-51606-905-7	Elementary	
Ballet & Soccer (Level 0 - Lilac Set (Decodables By Jump))	Anthony	William	979-88-89967-53-8	Elementary	
Balloons Over Broadway	Sweet	Melissa	9781094259611	Elementary	Yes
Bandage Buddies	Rammell	Kathryn	9781546179603	Elementary	
Bang : the wild wonders of Earth's phenomena (Wild Wonders, Book 2)	Smith	Jennifer	978-0-500-65334-0	Elementary	
Baseball (Sports Zines)	Burns	Jason M	978-1-64519-924-3	Elementary	
Baseball memorabilia (Sports Memorabilia)	Beattie	Charlie	978-1-09829-968-2	Elementary	
Basketball (Sports Zines)	Williams	P. J.	978-1-64519-925-0	Elementary	
Bat x Zubat : the animal that inspired the Pokemon (Abdo Kids Jumbo: Pokemon IRL)	Hansen	Grace	979-83-8490-984-2	Elementary	
Bats (North American Field Guides)	Lim	Angela	978-1-09829-894-4	Elementary	
Bear Came Along	Morris	Richard T.	9781549193231	Elementary	Yes
Bearded Dragons in the Wild! (Pets in the Wild! (Pop))	Hansen	Grace	978-1-09-824611-2	Elementary	
Beastly birds (Nature's Worst Parents)	Wood	Alix	978-1-48247-763-4	Elementary	
Beastly stories to scare your socks off! (Stories to Scare Your Socks Off!)	Espinosa	Andi	979-88-7528-078-8	Elementary	
Because I stubbed my toe	Byous	Shawn	978-1-47953-808-9	Elementary	
Because of our student teacher (Mr. Terupt)	Buyea	Rob	9798217028092	Elementary	
Before music : where instruments come from	Pimentel	Annette Bay	978-1-41974-555-3	Elementary	
Belize (Blastoff! Discovery: Country Profiles)	Klepeis	Alicia	978-1-64487-745-6	Elementary	
Best frenemies forever	McCafferty	Megan	978-1-33872-249-9	Elementary	
Between Us and Abuela	Perkins	Mitali	9781669610632	Elementary	Yes
Beyblade X. 2 (Beyblade X, Book 2)	Kawamoto	Homura	979-83-18-92710-2	Elementary	
Big day out (First Time)	Stockham	Jessica	978-1-84643-282-8	Elementary	
Big Robot Invasion (Adventures of Tubby Nugget)	Pastores	Jenine	978-0-593-75433-7	Elementary	
Big-time baseball records (Sports Illustrated Kids: Big-Time Records)	Berglund	Bruce	978-1-49669-545-1	Elementary	
Big-time basketball records (Sports Illustrated Kids: Big-Time Records)	Storden	Thom	978-1-49669-546-8	Elementary	
Big-time extreme sports records (Sports Illustrated Kids: Big-Time Records)	Lyon	Drew	978-1-49669-549-9	Elementary	
Bigfoot and the wild boys (Everyone Can Be a Reader (Middle Grade Contemporary))	Pearson	Jenny	979-83-18-92435-4	Elementary	
Bird (DK Eyewitness)	Burnie	David	978-1-51607-946-9	Elementary	
Bird & Squirrel all together (Bird & Squirrel, Book 7)	Burks	James	978-1-33825-236-1	Elementary	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Bird & Squirrel on the edge! (Bird & Squirrel, Book 3)	Burks	James	978-0-545-80425-7	Elementary	
Bird & Squirrel on the run! (Bird & Squirrel, Book 1)	Burks	James	9780606262118	Elementary	
Bizarre birds (Animal Extremes)	Wilson	Libby	978-1-63738-527-2	Elementary	
Black Panther: uprising (Black Panther: the Young Prince, Book 3)	Smith	Ronald L	978-1-36808-156-6	Elementary	
Blackpink (Torque: Music Superstars)	Nguyen	Suzane	979-88-930449-9-7	Elementary	
Blaze the Phoenix (Magical Rescue Vets)	Lockhart	Melody	978-1-645-19896-3	Elementary	
Blueberries for Sal	McCloskey	Robert	9781987163384	Elementary	Yes
BMX (Epic: Xtreme Sports)	Langdo	Bryan	979-88-988009-6-3	Elementary	
Bmx (Extreme Sports (Inquisitive Press))	Warren	Sally	978-1-76140-310-1	Elementary	
BMX challenge (Jake Maddox Sports Stories: Champion Editions)	Maddox	Jake	979-88-7529-059-6	Elementary	
BMX racing (Extreme Sports (Apex))	Walker	Hubert	978-1-66881-680-6	Elementary	
Bobby Witt Jr. : baseball star (Today's Sports Stars)	Streeter	Anthony	979-83-687-9702-1	Elementary	
Bold, brilliant and Latine : meet 52 Latine and Hispanic heroes from past and present (See Yourself in Their Stories)	Reynoso-Morris	Alyssa	978-0-7112-9436-3	Elementary	
Bombers (Military Machines (Apex))	Marlin	Charles	979-83-687-5713-1	Elementary	
Box jellyfish (Deadliest Animals (Apex))	Stratton	Connor	978-1-66886-493-7	Elementary	
Brain eaters : creatures with zombielike diets (Edge Books: Real-Life Zombies)	Klepeis	Alicia	978-1-51572-479-7	Elementary	
Branches of hope : the 9/11 Survivor Tree	Magee	Ann	978-1-62354-132-3	Elementary	
Brave (Big Golden Book)	Risco	Elle	978-0-7364-2918-4	Elementary	
Brigada Felina. Los Guardianes De Isla Brumosa	Isern	Susanna	978-84-488-7322-6	Elementary	
Brilliant Sun, Luminous Moon	Monod-Gayraud	Agnes	979-88-950905-1-0	Elementary	
Brown Bear, Brown Bear, What Do You See?	Martin Jr.	Bill	9781662223990	Elementary	Yes
Bucket and friends argue and then save (part of) the world (Bucket and Friends)	Rademacher	Tom	979-88-7520-791-4	Elementary	
Bucket and friends save (part of) the world with a name (Bucket and Friends)	Rademacher	Tom	979-88-7520-790-7	Elementary	
Bucket and friends save (part of) the world with a wall (Bucket and Friends)	Rademacher	Tom	979-88-7520-788-4	Elementary	
Bushmasters : elite combat team of World War II (Elite Military Units)	Lujan	Jarred	979-88-7521-566-7	Elementary	
Butterflies (North American Field Guides)	Burling	Alexis	979-83-8497-019-4	Elementary	
Cade Cunningham : basketball star (Today's Sports Stars)	Hanlon	Luke	979-83-687-9695-6	Elementary	
Cambodia (Southeast Asia)	Banting	Erinn	979-83-18-91979-4	Elementary	
Camp (Click, Book 2)	Miller	Kayla	978-1-09825-708-8	Elementary	Yes
Camp big top	Diaz	Alexandra	978-1-66596-689-4	Elementary	
Camping with unicorns : another Phoebe and her unicorn adventure (Phoebe And Her Unicorn, Book 11)	Simpson	Dana	978-1-64582-962-1	Elementary	
Can you create the Norse cosmos? : an interactive mythological adventure (You Choose: Ancient Greek Myths)	Kammer	Gina	978-1-66633-772-3	Elementary	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Can you escape the Norse underworld? : an interactive mythological adventure (You Choose: Ancient Greek Myths)	Kammer	Gina	978-1-66633-776-1	Elementary	
Can you protect the coral reefs? (You Choose: Eco Expeditions)	Burgan	Michael	978-1-49669-597-0	Elementary	
Can you succeed on an epic Norse adventure? : an interactive mythological adventure (You Choose: Ancient Greek Myths)	Berglund	Bruce	978-1-66633-784-6	Elementary	
Can you survive the adventures of Perseus? (Interactive Classic Literature)	Hoena	B. A.	978-1-51606-179-2	Elementary	
Can you survive The adventures of Sherlock Holmes (Interactive Classic Literature)	Jacobson	Ryan	978-1-66887-715-9	Elementary	
Can you survive the battle of Ragnarok? : an interactive mythological adventure (You Choose: Ancient Greek Myths)	Berglund	Bruce	978-1-66633-780-8	Elementary	
Can you survive The twelve labors of Hercules? (Interactive Classic Literature)	Terrell	Brandon	979-83-687-4202-1	Elementary	
Can you survive the Wonderful Wizard of Oz? (Interactive Classic Literature)	Jacobson	Ryan	978-1-66887-717-3	Elementary	
Can you survive?	Capstone	Press	979-83-687-8853-1	Elementary	
Canada (Blastoff! Readers Level 2: Countries of the World)	Davies	Monika	978-1-64487-715-9	Elementary	
Candi the candicorn	Wall	Robyn	9781546198338	Elementary	
Captain Underpants and the big, bad battle of the Bionic Booger Boy, part 1 : the night of the nasty nostril nuggets : the sixth epic novel (Captain Underpants, Book 6)	Pilkey	Dav	978-0-439-37610-5	Elementary	Yes
Captain Underpants and the big, bad battle of the Bionic Booger Boy, part 2 : the revenge of the ridiculous Robo-Boogers : the seventh epic novel (Captain Underpants, Book 7)	Pilkey	Dav	978-0-439-37612-9	Elementary	Yes
Captain Underpants and the preposterous plight of the purple potty people : the eighth epic novel (Captain Underpants, Book 8)	Pilkey	Dav	978-0-439-37614-3	Elementary	Yes
Captain Underpants and the revolting revenge of the Radioactive Robo-Boxers : the tenth epic novel (Captain Underpants, Book 10)	Pilkey	Dav	978-1-33834-723-4	Elementary	Yes
Captain Underpants and the wrath of the wicked Wedgie Woman : the fifth epic novel (Captain Underpants, Book 5)	Pilkey	Dav	978-0-439-05000-5	Elementary	Yes
Caracal (Little Wild Cats)	Andrews	Elizabeth	978-1-09824-938-0	Elementary	
Caracals (Blastoff! Readers Level 3: Wild About Cats!)	Anderson	Shannon	979-88-930425-3-5	Elementary	
Carnival (World Festivals)	Hansen	Grace	978-1-09-826174-0	Elementary	
Cars, trains, ships & planes : a visual encyclopedia of every vehicle	Gifford	Clive	978-1-46543-805-8	Elementary	
Casagrandes Vol. 11 : the Tres Leches Trials! (Casagrandes, Book 11)	Pangburn	Chas!	978-1-54583-421-3	Elementary	
Cassowary (Deadliest Animals (Apex))	Stratton	Connor	978-1-66886-494-4	Elementary	
Cat Loaf Adventures, Volume 2 (Cat Loaf Adventures, Book 2)	Ariyn	Kat	979-83-18-96430-5	Elementary	
Cat Loaf adventures. Vol. 1 (Cat Loaf Adventures, Book 1)	Ariyn	Kat	979-82-250-1963-1	Elementary	
Cat shows : competing for top prize (Snap Books: Cats Rule!)	Rissman	Rebecca	978-1-49148-401-2	Elementary	
Cat speak : revealing answers to the strangest cat behaviors (Snap Books: Cats Rule!)	Webster	Maureen	978-1-49148-400-5	Elementary	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Caught in the spooky jar (Ghost School)	Loewen	Nancy	979-88-7527-296-7	Elementary	
Celebrating the people of Costa Rica (Inside Guide: Celebrating Hispanic Cultures)	Banks	Rosie	978-1-66884-988-0	Elementary	
Celebrating the people of Cuba (Inside Guide: Celebrating Hispanic Cultures)	Banks	Rosie	978-1-66884-989-7	Elementary	
Celebrating the people of Mexico (Inside Guide: Celebrating Hispanic Cultures)	Banks	Rosie	978-1-66884-990-3	Elementary	
Celebrating the people of Puerto Rico (Inside Guide: Celebrating Hispanic Cultures)	Banks	Rosie	978-1-66884-991-0	Elementary	
Celebrating the people of the Dominican Republic (Inside Guide: Celebrating Hispanic Cultures)	Banks	Rosie	978-1-66884-992-7	Elementary	
Celebrating the people of Venezuela (Inside Guide: Celebrating Hispanic Cultures)	Banks	Rosie	978-1-66884-993-4	Elementary	
Celia Cruz (Hispanic Star En Espanol)	Romo Edelman	Claudia	978-1-66887-078-5	Elementary	
Celtic gods, heroes, and mythology (Core Library: Gods, Heroes, And Mythology)	Smalls	June	978-1-53211-779-4	Elementary	
Cesar Chavez (Hispanic Star En Espanol)	Romo Edelman	Claudia	979-83-18-90992-4	Elementary	
Cesar Chavez (Hispanic Star)	Romo Edelman	Claudia	979-83-18-90991-7	Elementary	
Champions for change (Young Changemakers)	Bauer	Stacy C	978-1-46422-310-5	Elementary	
Chappell Roan A Who Hq Illustrated Biography (Who HQ? Illustrated Biographies)	Luchini	Olivia	979-82-17-24516-1	Elementary	
Cheesy noms : a cookbook for kids who love cheese (Kids in the Kitchen)	Eboch	M. M	979-88-920086-8-6	Elementary	
Chi's Sweet France	Kantata	Konami	978-1-64729-577-6	Elementary	
China : delve into the diverse habitats, fascinating ancient history, and rich culture of China (DK Super World)	DK	Learning	979-82-17-13880-7	Elementary	
China (Blastoff! Readers Level 2: Countries of the World)	Davies	Monika	978-1-64487-716-6	Elementary	
Chupacabra : Latin America's bloodthirsty predator (Creatures of Legend (DiscoverRoo))	Andrews	Elizabeth	978-1-09824-233-6	Elementary	
Ciencia asquerosa de la sangre (Amazing and Disgusting Science)	Bearce	Stephanie	978-1-64582-724-5	Elementary	
Ciencia asquerosa de los hongos y el moho (Amazing and Disgusting Science)	Bearce	Stephanie	978-1-64582-727-6	Elementary	
Ciencia asquerosa de los parasitos (Amazing and Disgusting Science)	Bearce	Stephanie	978-1-64582-728-3	Elementary	
Cinco de Mayo (American Holidays and Celebrations)	Tait	Leia	978-1-51056-664-4	Elementary	
Cinderella Little Board Book	Sims	Lesley	9780794555139	Elementary	
Cinquain poems (Big Buddy Books: Poetry Power)	Ban Oosbree	Ruthie	978-1-53219-892-2	Elementary	
Clash (Click, Book 4)	Miller	Kayla	978-1-09825-709-5	Elementary	Yes
Class spirit (Ghost School)	Loewen	Nancy	9798875272882	Elementary	
Click (Click, Book 1)	Miller	Kayla	978-1-09825-710-1	Elementary	Yes
Click Clack...Tooth Fairy	Cronin	Doreen	979-83-471-1470-2	Elementary	

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Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Club Pelotazos. 2,Roja directa a las hadas (Club Pelotazos, Book 2)	Forshaw	Louise	979-83-18-95332-3	Elementary	
Clubhouse chaos (Dungeons & Dragons: Dungeon Academy)	Walker	Diane	978-0-06-303922-3	Elementary	
Clyde	Benton	Jim	979-83-18-92324-1	Elementary	
Cocuyo lights the way : a diary from 1493 to 1496 (Smithsonian: Our Voices)	Smith-Llera	Danielle	978-1-66901-286-3	Elementary	
Cog	Van Eekhout	Greg	978-1-71373-367-6	Elementary	
Color in nature : secrets of animal survival (Orca Wild)	Aitken	Stephen	978-1-45984-021-8	Elementary	
Comic books : a graphic history (Amazing Inventions (Lerner))	Hoena	B. A.	979-87-6564-743-1	Elementary	
Computers : how digital hardware works (Science Comics)	Metzger	Perry E	9781626727656	Elementary	
Conoce a Bernardo de Galvez (Historical Figures Of The Hispanic World)	Fesser	Guillermo	978-1-53798-299-1	Elementary	
Conoce a Cristobal Colon (Historical Figures Of The Hispanic World)	Molina	Ma. Isabel	978-1-51815-900-8	Elementary	
Conoce a Dulce Maria Loynaz (Historical Figures Of The Hispanic World)	Andricain	Sergio	978-1-71371-021-9	Elementary	
Conoce a Gabriel Garcia Marquez (Historical Figures Of The Hispanic World)	Brown	Monica	978-1-53797-293-0	Elementary	
Conoce a Gabriela Mistral (Historical Figures Of The Hispanic World)	Lazaro Leon	Georgina	978-1-51815-885-8	Elementary	
Conoce a Jose de San Martin (Historical Figures Of The Hispanic World)	Basch	Adela	978-1-54904-379-6	Elementary	
Conoce a Jose Marti (Historical Figures Of The Hispanic World)	Rodriguez	Antonio Orlando	978-1-51819-612-6	Elementary	
Conoce a Miguel de Cervantes (Historical Figures Of The Hispanic World)	Iturralde	Edna	978-1-53791-961-4	Elementary	
Conoce a Pablo Neruda (Historical Figures Of The Hispanic World)	Lazaro Leon	Georgina	978-1-51813-902-4	Elementary	
Conoce a Pablo Picasso (Historical Figures Of The Hispanic World)	Brown	Monica	978-1-51813-398-5	Elementary	
Conoce a Simon Bolivar (Historical Figures Of The Hispanic World)	Iturralde	Edna	978-1-51815-894-0	Elementary	
Conoce a Sor Juana Ines de la Cruz (Historical Figures Of The Hispanic World)	Iturralde	Edna	978-1-54900-342-4	Elementary	
Construction trucks (Abdo Kids Junior: Trucks at Work)	Murray	Julie	978-1-09826-612-7	Elementary	
Cook it! : the Dr. Seuss cookbook for kid chefs	Gercke	Daniel	978-0-525-57959-5	Elementary	
Cool Caves (DK Super Readers)	DK		9798822685321	Elementary	
Cool flexagon art : creative activities that make math & science fun for kids! (Checkerboard How-To Library: Cool Art with Math & Science)	Hanson	Anders	978-1-61783-821-7	Elementary	
Coolest Animals on the Planet (Animals on the Planet)	National	Geographic	979-82-17-22604-7	Elementary	
Could you ever smile with axolotls!?	Markle	Sandra	9781546179030	Elementary	
Creature's pet (Ghost School)	Loewen	Nancy	9798875273049	Elementary	
Crocodile (Deadliest Animals (Apex))	Golkar	Golriz	978-1-66886-495-1	Elementary	
Crunch (Click, Book 5)	Miller	Kayla	978-1-09825-711-8	Elementary	Yes
Crush it (Tween Era)	Deen	Natasha	979-88-7524-668-5	Elementary	
Crying is like the rain : a story of mindfulness and feelings	Feinberg	Heather Hawk	9781667002576	Elementary	
Cuba (Exploring World Cultures)	Youssef	Jagger	978-1-50267-699-3	Elementary	
Cuba (Focus Readers: Countries-Navigator Level)	Klepeis	Alicia	979-83-687-5726-1	Elementary	

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Cuddly companion dogs (Dogs (Hungry Tomato))	Griffin	Annabel	978-1-916598-07-2	Elementary	
Cultural contributions from Latin America : tortillas, color TV, and more (Great Cultures, Great Ideas)	Tyler	Madeline	978-1-54905-872-1	Elementary	
Cupcake diaries, the graphic novel. #7,Emma all stirred up! (Cupcake Diaries, Book 7)	Simon	Coco	978-1-66596-561-3	Elementary	
Cursed castle (Brain Candy Books: 10-Minute True Ghost Stories)	Peters	Stephanie	979-88-7528-355-0	Elementary	
Cyclopes (World of Mythical Beings)	Hansen	Grace	978-1-09-826856-5	Elementary	
D-Day training turned deadly : the Exercise Tiger disaster (World War II Military Disasters	Yomtov	Nel	979-88-7523-977-9	Elementary	
D&D Dungeon Club. 3,Final face-off (Dungeons & Dragons: Dungeon Club, Book 3)	Ostertag	Molly Knox	978-0-06-303928-5	Elementary	
Darktail's judgment (Warriors. Super Edition)	Hunter	Erin	9780063459861	Elementary	
Darling doll (Hauntiques)	Troupe	Thomas Kingsley	978-1-49653-548-1	Elementary	
Dawn of the jaguar (Shadow Bruja, Book 2)	Cervantes	J. C.	979-83-687-5176-4	Elementary	
Days with Frog and Toad	Lobel	Arnold	9781094255323	Elementary	Yes
Dc I Am a Super Hero	HaperPop		979-83-18-94280-8	Elementary	
Dear friends	Greenwald	Lisa	978-1-66888-639-7	Elementary	
Deepest divers (Animal Extremes)	Norton	Elisabeth	978-1-63738-529-6	Elementary	
Deerheart	Colfer	Eoin	978-1-53624-288-1	Elementary	
Delta Force (US Military)	Marlin	Charles	979-83-18-91582-6	Elementary	
Desaire de futbol (Jake Maddox Sports Stories)	Maddox	Jake	979-88-7523-515-3	Elementary	
Descendants. Book 1,The rotten to the core trilogy (Descendants (ABDO))	Muell	Jason	978-1-09825-640-1	Elementary	
Descendants. Book 2,The rotten to the core trilogy (Descendants (ABDO))	Muell	Jason	978-1-09825-641-8	Elementary	
Descendants. Book 3,The rotten to the core trilogy (Descendants (ABDO))	Muell	Jason	978-1-09825-642-5	Elementary	
Descendants. Dizzy's new fortune (Descendants (ABDO))	Muell	Jason	978-1-09825-636-4	Elementary	
Descendants. Mal's royal challenge (Descendants	Muell	Jason	978-1-09825-639-5	Elementary	
Designer dog projects : lots of cool craft projects inside (Snap Books: Pet Projects)	Thomas	Isabel	978-1-41098-066-3	Elementary	
Destination moon (Alternator Books: The Moon Files)	Bailey	Diane	979-87-6562-563-7	Elementary	
Detective dinosaur (I Can Read! Level 2: Detective Dinosaur)	Skofield	James	978-0-06-444235-0	Elementary	
Diamond Rattle Loves to Tattle	Bartley	Ashley	978-1-54-575341-5	Elementary	
Diamonds (Scientific American Investigates Gems) (#2815QK4)	Fortescue	Madeleine	978-1-53831-421-0	Elementary	
Diana vs. Athena : battle of the goddesses (Mythology Matchups)	Lukidis	Lydia	978-1-66634-366-3	Elementary	
Diary of a nature nerd	Everett	Tiffany	978-1-54611-014-9	Elementary	
Dino-helpers (Dino-World)	Wheeler	Lisa	979-87-6567-165-8	Elementary	
Dino-Racing	Wheeler	Lisa	9781094258881	Elementary	
Dino-Swimming	Wheeler	Lisa	9781094258782	Elementary	Yes

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Dinosaurs : fact and fable : truths, myths, and new discoveries!	Simon	Seymour	978-0-06-247064-5	Elementary	
Dinosaurs : fossils and feathers (Science Comics)	Reed	M. K.	978-1-62672-144-9	Elementary	
Dinosaurs & other prehistoric life : an encyclopedia of fantastic facts (Our World in Numbers)	Potter	William	978-0-7440-9878-5	Elementary	
Dinosaurs and other prehistoric life	Chinsamy-Turan	Anusuya	978-0-7440-3943-6	Elementary	
Dinosaurs Before Dark (Magic Treehouse Graphic Novel)	Laird	Jenny	9781536468090	Elementary	Yes
Dinotrux	Gall	Chris	9781549127489	Elementary	Yes
Do not go out at night (Orca Shivers)	Gravel	Francois	978-1-45984-302-8	Elementary	
Dog Diaries	Patterson	James	9781549134876	Elementary	Yes
Dog Man. 8,Ch'onungnyok olch'aengidul ui konggyok (Dog Man, Book 8)	Pilkey	Dav	979-1-17171-100-0	Elementary	
Dog vs. Cat	Gall	Chris	9781549127519	Elementary	Yes
Don't be scared	Faruqi	Saadia	978-1-25087-933-2	Elementary	
Donde Esta Arizona? (Who HQ: The 50 States)	Walters	Jennifer Marino	979-83-18-96664-4	Elementary	
Donde Esta Florida? (Who HQ: The 50 States)	Walters	Jennifer Marino	979-83-18-96666-8	Elementary	
Donde Esta Nueva York? (Who HQ: The 50 States)	Walters	Jennifer Marino	979-83-18-96665-1	Elementary	
Donde Esta Puerto Rico? (Where Is Puerto Rico? Spanish Edition) (Who HQ: The 50 States)	Vonder Brink	Tracy	979-83-18-97802-9	Elementary	
Dragon delights (Super Sandcastle: DIY Enchanted Workshop)	Anderberg	Juliette	978-1-09829-952-1	Elementary	
Dragon dog	Lang	Suzanne	979-82-17-22372-5	Elementary	
Dragon Kingdom of Wrenly. 7,Cinder's flame (Dragon Kingdom of Wrenly, Book 7)	Quinn	Jordan	978-1-66884-015-3	Elementary	
Dragon tales	Pilkey	Dav	979-82-250-0825-3	Elementary	
Dragon World: Meet the Fire-Breathing Beasts of Mythology	Macfarlane	Tamara	979-82-17-30603-9	Elementary	
Dragons (Abdo Kids Jumbo: World of Mythical Beings)	Hansen	Grace	978-1-09826-188-7	Elementary	
Dragons and marshmallows (Zoey And Sassafras, Book 1)	Citro	Asia	978-1-943147-08-3	Elementary	
Dragons around the world	Nicholls	Sally	978-0-500-65401-9	Elementary	
Dragonslayer (Wings of Fire: Legends)	Sutherland	Tui	978-1-71376-039-9	Elementary	Yes
Drones (Military Machines (Apex))	Marlin	Charles	979-83-687-5730-8	Elementary	
Duck on a Bike	Shannon	David	9781987163421	Elementary	
Duck on a Tractor	Shannon	David	9781987163438	Elementary	Yes
Duckie & Snaps. We cannot be brave (Duckie and Snaps)	Dyckman	Ame	978-1-33883-790-2	Elementary	
Earth (Planets (Capstone))	Adamson	Thomas K	979-88-7530-580-1	Elementary	
Easy origami for kids	Ishibashi	Naoko	978-1-66884-252-2	Elementary	
Ecuador (Blastoff! Discovery: Country Profiles)	Golkar	Golriz	978-1-64487-610-7	Elementary	
Ecuador (Countries of the World (AV2 by Weigl))	Lomberg	Michelle	979-88-7452-168-4	Elementary	
Egypt (Blastoff! Readers Level 2: Countries of the World)	Davies	Monika	979-88-86871-29-6	Elementary	
El abominable hombre de las nieves (Choose Your Own Adventure, Book 3)	Montgomery	R. A	978-1-66886-744-0	Elementary	

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El brujo del invierno (Witch Boy, Book 3)	Ostertag	Lee Knox	979-83-687-8989-7	Elementary	
El leopardo de las nieves (Focus on Nature)	Dell	Pamela	979-88-89899-27-3	Elementary	
El misterio de los Mayas (Choose Your Own Adventure, Book 5)	Montgomery	R. A	978-1-66887-092-1	Elementary	
El orangutan (Focus on Nature)	Dell	Pamela	979-88-89899-25-9	Elementary	
El orangutan (Spotlight On Nature)	Dell	Pamela	978-1-68277-965-1	Elementary	
El rinoceronte (Spotlight On Nature)	Dell	Pamela	979-88-958131-9-5	Elementary	
El Salvador (Exploring World Cultures)	Gould	Sloane	979-83-18-90188-1	Elementary	
El secreto de los ninja (Choose Your Own Adventure, Book 8)	Leibold	Jay	979-83-18-94169-6	Elementary	
Ellen Ochoa (Hispanic Star En Espanol)	Romo Edelman	Claudia	979-83-687-0718-1	Elementary	
Elly de la Cruz : baseball star (Today's Sports Stars)	Beattie	Charlie	979-83-687-9697-0	Elementary	
Elves (Abdo Kids Jumbo: World of Mythical Beings)	Hansen	Grace	978-1-09826-189-4	Elementary	
Elves and the Shoemaker Little Board Book	Sims	Lesley	9780794555245	Elementary	
Emeralds (Scientific American Investigates Gems)	Fortescue	Madeleine	978-1-53831-424-1	Elementary	
En casa durante la guerra con Valentina : un diario de 1940 a 1943 (Smithsonian: Our Voices)	Oviedo	Claudio	979-88-7523-554-2	Elementary	
Encendido : la historia de los videojuegos (Games and Electronic Sports)	Duling	Kaitlyn	979-83-687-7277-6	Elementary	
Erling Haaland (Soccer's Greatest of All Time)	Cucini	Sara	979-88-7453-423-3	Elementary	
Escalade by Cadillac (Luxury Rides)	Maurer	Tracy Nelson	979-83-687-6686-7	Elementary	
Escuela de espias en las nieves (Spy School (Simon), Book 4)	Gibbs	Stuart	979-83-687-7379-7	Elementary	
Escuela de espias Servicio Secreto (Spy School (Simon), Book 5)	Gibbs	Stuart	979-83-18-92179-7	Elementary	
Europa (City Spies, Book 7)	Ponti	James	979-83-18-97680-3	Elementary	
Europe (Continents of the World (Redback Publishing))	Lesley	John	978-1-922322-45-6	Elementary	
Evelyn Del Rey Is Moving Away	Medina	Meg	9781667065991	Elementary	Yes
Every last drop : bringing clean water home (Orca Footprints)	Mulder	Michelle	978-1-45983-510-8	Elementary	
Everyday Arabic (First Phrases from Around the World)	Hoffman	Tricia	979-83-18-96143-4	Elementary	
Everyday Filipino (First Phrases from Around the World)	Thompson	Kim	979-83-687-9715-1	Elementary	
Everyday French (First Phrases from Around the World)	Thompson	Kim	979-83-687-9716-8	Elementary	
Everyday German (First Phrases from Around the World)	Thompson	Kim	979-83-687-9717-5	Elementary	
Everyday Haitian Creole (First Phrases from Around the World)	Hoffman	Tricia	979-83-18-96144-1	Elementary	
Everyday Korean (First Phrases from Around the World)	Hoffman	Tricia	979-83-18-96145-8	Elementary	
Everyday Mandarin Chinese (First Phrases from Around the World)	Thompson	Kim	979-83-687-9718-2	Elementary	
Everyday Polish (First Phrases from Around the World)	Hoffman	Tricia	979-83-18-96146-5	Elementary	
Everyday Portuguese (First Phrases from Around the World)	Hofman	Tricia	979-83-18-96147-2	Elementary	
Everyday Russian (First Phrases from Around the World)	Hoffman	Tricia	979-83-18-96148-9	Elementary	
Evil Spy School (Spy School)	Gibbs	Stuart	9781484478202	Elementary	Yes
Explore! America's national parks	Langlois	Krista	978-1-68464-193-2	Elementary	

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Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Extraordinary Europe : an Encyclopedia of an Epic Continent (Epic Continents)	Fletcher	Catherine	978-1-83600-762-3	Elementary	
Extreme Engineering with Mark Rober (Mark Rober, CruchLabs)	Rober	Mark	979-82-250-3055-1	Elementary	
Eyewitness Ancient Civilizations (DK Eyewitness)	DK	Publishing	979-82-17-31559-8	Elementary	
Fairies (Abdo Kids Jumbo: World of Mythical Beings)	Hansen	Grace	978-1-09826-857-2	Elementary	
Fairy flights (Super Sandcastle: DIY Enchanted Workshop)	Anderberg	Juliette	978-1-09829-953-8	Elementary	
Farm Animals (Early Animal Encyclopedias)	Himan	Bonnie	978-1-09-829042-9	Elementary	
Fast Break	Pryor	Shawn	979-83-18-94161-0	Elementary	
Fearless trailblazers : 11 Lations who made U.S. history = Pioneros audaces : 11 Latinos que hicieron historia en Estados Unidos (Little Biographies for Bright Minds)	Reynoso	Naibe	978-1-958615-49-2	Elementary	
Feast : recipes and superfoods from Peru	Leon	Pia	978-6-12-445057-0	Elementary	
Featuring Ariana Grande : facts, quizzes, activities, and more! (Brain Candy Books: Your Favorite Stars)	Falligant	Erin	979-88-7528-935-4	Elementary	
Female indigenous heroes : 51 North American women from the 1800s to today : artists, activists, athletes, and more (History's Greatest Heroes)	Phillips	Katrina M	979-88-86081-70-1	Elementary	
FGTeeV blasts off! (FGTeeV, Book 5)	Harper	Alley	979-83-18-91063-0	Elementary	
Fifth grade top dogs	Spinelli	Jerry	979-82-250-2823-7	Elementary	
Fighter jets (Military Machines (Apex))	Marlin	Charles	979-83-687-5735-3	Elementary	
Find Ford	Horne	Ash	978-0-593-89084-4	Elementary	
Finding the flipside : a story about changing your thoughts from negative to positive	Law	Jennifer	978-0-938510-87-1	Elementary	
Finding Winnie : The True Story of the World's Most Famous Bear	Mattick	Lindsay	9781549127878	Elementary	Yes
Finnik the furious (Finnik the Furious, Book 1)	Ulrich	Josh	978-1-52488-344-7	Elementary	
Fire in Your Belly	Lafond	Rebecca	978-1-79722-678-1	Elementary	
Fisk Y El Misterio Del Gato Musico (Comic) / Fisk and the Mystery of the Musical Cat (Comic Book)	Estrada	Jorge A	979-83-18-95952-3	Elementary	
Five go adventuring again (Famous Five Graphic Novel)	Natael		9781444963687	Elementary	
Five go to Smuggler's Top (Famous Five Graphic Novel)	Natael		9781444974911	Elementary	
Five on a treasure island (Famous Five Graphic Novel)	Natael		9781444963670	Elementary	
Flower power (Itty Bitty Princess Kitty, Book 10)	Mews	Melody	978-1-66591-201-3	Elementary	
Fly, pajarito, fly!	Alessandri	Alexandra	978-1-53411-337-4	Elementary	
Follow the Leader (Superman's Good Guy Gang)	Justus	Rob	978-1-7995-0678-2	Elementary	
Food webs (Exploring Life Science)	Lim	Angela	979-88-7530-592-4	Elementary	
Force Recon (US Military)	Marlin	Charles	979-83-18-91583-3	Elementary	
Ford Mustang Dark Horse (Epic. Cool Cars)	Duling	Kaitlyn	9798893042887	Elementary	
Fossils (Rock On!)	Oxlade	Chris	978-1-41098-136-3	Elementary	
Frank Einstein and the bio-action gizmo (Frank Einstein, Book 5)	Scieszka	Jon	978-1-54906-921-5	Elementary	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Frankenkitty	Powell-Tuck	Maudie	978-1-66430-097-2	Elementary	
Freddie and friends, bugging out : a story about learning to keep small problems small	Delude	Kimberly	978-1-944882-69-3	Elementary	
Freddie the fly, connecting the dots : a story about learning to read social cues (Freddie the Fly)	Delude	Kimberly	978-1-944882-25-9	Elementary	
Free verse poems (Big Buddy Books: Poetry Power)	Van Oosbree	Ruthie	978-1-53219-893-9	Elementary	
Frigg vs. Aphrodite : battle of the beauties (Mythology Matchups)	Lukidis	Lydia	978-1-66901-621-2	Elementary	
Frog and Toad All Year	Lobel	Arnold	9781094255330	Elementary	Yes
Frog and Toad Are Friends	Lobel	Arnold	9781987163759	Elementary	Yes
Frog and Toad Together	Lobel	Arnold	9781987163780	Elementary	Yes
Frog: A Story of Life on Earth	Thomas	Isabel	978-1-547-61820-0	Elementary	
Frogs : awesome amphibians (Science Comics)	Prince	Liz	978-1-25026-885-3	Elementary	
From Seed to Plant	Gibbons	Gail	9781987163506	Elementary	Yes
Furriest animals (Wild World: Top 10)	Maloney	Brenna	9781546177487	Elementary	
Gabby in Space (Gabby's Dollhouse)	Gabby's	Dollhouse	979-82-250-4201-1	Elementary	
Gabby Torres is the best winner ever (Gabby Torres)	Dominguez	Angela	9781250901385	Elementary	Yes
Gaby's Latin American kitchen : 70 kid-tested and kid-approved recipes for young chefs	Melian	Gaby	978-1-954210-26-4	Elementary	
Garnets (Scientific American Investigates Gems)	Gottlieb	Beth	978-1-53831-382-4	Elementary	
Geckos (Hello, Reptiles!)	Nilsen	Genevieve	979-8-89662-488-2	Elementary	
Genetics (Exploring Life Science)	Lim	Angela	979-88-7530-598-6	Elementary	
Genie hunter (Relic Hamilton)	Coelho	Joseph	978-1-53624-797-8	Elementary	
Germany (Blastoff! Readers Level 2: Countries of the World)	Barnes	Rachael	979-88-86871-30-2	Elementary	
Getting all dressed up! (Ready-To-Read: Level 2-Kids Around the World)	Michaels	Patty	979-83-18-92218-3	Elementary	
Ghost army : the troop of artists who helped win WWII	Marsh	Sarah Glenn	978-0-593-69171-7	Elementary	
Ghostly goalie (Hauntiques)	Troupe	Thomas Kingsley	978-1-49653-544-3	Elementary	
Ghosts	Telgemeier	Raina	9780800011079	Elementary	Yes
Ghulish graveyard (Brain Candy Books: 10-Minute True Ghost Stories)	Michalak	Jamie	979-88-7528-171-6	Elementary	
Giant pandas (Nature's Children)	Herrington	Lisa M	978-1-54442-851-2	Elementary	
Gladiator science : armor, weapons, and arena combat (Edge Books: Warrior Science)	Lassieur	Allison	978-1-49148-129-5	Elementary	
Glam Popstar Surprise (Branches: The Party Diaries, Book 6)	Ruths	Mitali Banerjee	979-83-18-94498-7	Elementary	
Gleam, Glow, and Laugh (Disney Princess)	Mebberson	Amy	978-1-09-825812-2	Elementary	
Gloom and bloom (Ghost School)	Loewen	Nancy	9798875272806	Elementary	
Glow : the wild wonders of bioluminescence (Wild Wonders, Book 1)	Smith	Jennifer N. R	978-0-500-65320-3	Elementary	
Gnome gizmos (Super Sandcastle: DIY Enchanted Workshop)	Anderberg	Juliette	978-1-09829-954-5	Elementary	
Gnomes (Abdo Kids Jumbo: World of Mythical Beings)	Hansen	Grace	978-1-09826-858-9	Elementary	

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Goldilocks and the Three Bears Little Board Book	Sims	Lesley	9780794547325	Elementary	
Good luck, ice cream truck!	Fairbank	Sorche	978-0-06-284211-4	Elementary	
Good night Paris (Good Night Our World)	Gamble	Adam	978-1-60219-584-4	Elementary	
Good night, Dude Perfect	Brown	Alan	978-1-40024-626-7	Elementary	
Goodbye, Koi	Wong	Jack	9781338830996	Elementary	
Gorgons (Abdo Kids Jumbo: World of Mythical Beings)	Hansen	Grace	978-1-09826-859-6	Elementary	
Gorilla warfare (DC Super Heroes: Flash)	Sutton	Laurie	978-1-43423-087-4	Elementary	
Gotcha Day	Kerbel	Deborah	978-1-459-83966-3	Elementary	
Great civilizations of Peru : 5,000 years of ancient Andean cultures	Silva	Yesenia	978-6-12-445058-7	Elementary	
Great Depression : from hard times to the new deal (History Comics)	Stout	Tim	9781250810281	Elementary	
Green Lantern. Alliance	Le	Minh	978-1-66881-621-9	Elementary	
Green Wood. Volumen 1,La hechicera Urania	Canepa	Barbara	978-84-488-7042-3	Elementary	
Griffins (Abdo Kids Jumbo: World of Mythical Beings)	Hansen	Grace	978-1-09826-860-2	Elementary	
Groovy Joe: Ice Cream and Dinosaurs	Litwin	Eric	9781987163575	Elementary	Yes
Gross pranks (Edge Books: Gross Guides)	Leet	Karen M	978-1-42969-922-8	Elementary	
Gruesome goblins (Fantasy Creatures)	Proudfit	Benjamin	9781482475258	Elementary	
Guatemala (Focus Readers: Countries-Navigator Level)	Henzel	Cynthia Kennedy	979-83-687-5747-6	Elementary	
Guess What Is Growing Inside This Egg	Posada	Mia	9781094258706	Elementary	Yes
Guinness World Records, 2027	Guinness	World Records	9781806500253	Elementary	
Guinness world records. Gamer's edition.2027	Guinness	World Records	978-1-80650-026-0	Elementary	
Gum : the cool stories and facts behind every chew (How It Happened! (Union Square Kids))	Towler	Paige	978-1-45494-498-0	Elementary	
Gymnastics (Sports Zines)	Burns	Jason M	979-88-991311-0-3	Elementary	
Hades vs. Anubis : the deadly duel (Mythology Matchups)	Lukidis	Lydia	978-1-66901-629-8	Elementary	
Haiku poems (Big Buddy Books: Poetry Power)	Van Oosbree	Ruthie	978-1-53219-894-6	Elementary	
Haiti (Countries of the World (AV2 by Weigl))	Wiseman	Blaine	979-88-7452-173-8	Elementary	
Halloween contest (Cami Campos)	Jennings	Terry Catasus	979-83-8492-191-2	Elementary	
Handy horse projects : loads of cool craft projects inside (Snap Books: Pet Projects)	Thomas	Isabel	978-1-41098-065-6	Elementary	
Happy spooky Halloween!	James	LeBron	9780063306653	Elementary	
Hapunda, la princesa garza (Legendarios, Book 4)	Valenti	Karla	979-83-18-95018-6	Elementary	
Harlow the Highland Cow Doesnt Know How to Moo	Hartman	Brooke	978-0-06-351351-8	Elementary	
Harry Styles (Torque: Music Superstars)	Birdoff	Ariel Factor	979-88-930426-5-8	Elementary	
Haunted hotel (Brain Candy Books: 10-Minute True Ghost Stories)	Atwood	Megan	979-88-7528-347-5	Elementary	
Haunted house (Brain Candy Books: 10-Minute True Ghost Stories)	Sonneborn	Scott	979-88-7528-147-1	Elementary	
Haven : a small cat's big adventure	Lloyd	Megan Wagner	979-83-687-7516-6	Elementary	Yes

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Healthy mind (Health Matters (Creative))	Dickmann	Nancy	978-1-83572-012-7	Elementary	
Hel vs. Persephone : fight for the underworld (Mythology Matchups)	Lukidis	Lydia	978-1-66901-637-3	Elementary	
Helga the Fair	Taylor	S. J.	978-1-66597-449-3	Elementary	
Helicopters (Military Machines (Apex))	Marlin	Charles	979-83-687-5749-0	Elementary	
Hello, friend = Hola, amigo	Salguero	Andres	9781338343687	Elementary	
Hercules vs. Thor : the epic matchup (Mythology Matchups)	Oviedo	Claudia	978-1-66634-372-4	Elementary	
Here We Go Digging For Dinosaur Bones (Sing-Along)	Lendroth	Susan	9781669658016	Elementary	
Hermana mayor Coco. La sorpresa de cumpleanos (Big Sister Coco)	Byrd	Jesse	978-1-22318-710-5	Elementary	
Hero challenge! (Disney Infinity, Book 4)	Weingartner	Amy	9780736482042	Elementary	
Heroes of the World Cup rule (Soccer Superstars (Welbeck Children's Books))	Mugford	Simon	978-1-80453-994-1	Elementary	
Heroic kids (Young Changemakers)	Bauer	Stacy C	978-1-46422-314-3	Elementary	
Hey diddle diddle (Hazel Q Nursery Rhymes)	Quintanilla	Hazel	978-1-48671-564-0	Elementary	
Hi! Fly Guy	Arnold	Tedd	9781987163605	Elementary	Yes
Hickory, dickory, dock (Charles Reasoner Nursery Rhymes)	Reasoner	Charles	978-1-47953-805-8	Elementary	
Hilo: The Holiday Special	Winick	Judd	9780593807170	Elementary	
Hip-hop hustle (Jake Maddox Sports Stories)	Maddox	Jake	9781669033370	Elementary	
Hippopotamus (Deadliest Animals (Apex))	Golkar	Golriz	978-1-66886-496-8	Elementary	
History of moon exploration (Alternator Books: The Moon Files)	Adelman	Beth	979-87-6562-559-0	Elementary	
Hockey (Sports Zines)	Burns	Jason M	978-1-64519-926-7	Elementary	
Hockey's greatest game-winning goals : and other crunch-time heroics (Sports Illustrated: Kids Crunch Time)	Storden	Thom	978-1-49668-732-6	Elementary	
Holly the Flying Horse (Magical Rescue Vets)	Lockhart	Melody	978-1-645-19895-6	Elementary	
Home Is in Between	Perkins	Mitali	9781669610656	Elementary	Yes
Honduras (Blastoff! Discovery: Country Profiles)	Golkar	Golriz	978-1-64487-448-6	Elementary	
Honduras (Blastoff! Readers Level 2: Countries of the World)	Pettiford	Rebecca	979-88-930445-7-7	Elementary	
Horses (Early Animal Encyclopedias)	Ventura	Marne	978-1-09-829043-6	Elementary	
Houston Rockets (Inside the NBA (SportsZone))	Graves	Will	978-1-53219-828-1	Elementary	
How AI works (Exploring Artificial Intelligence)	Idzikowski	Lisa	979-87-6564-791-2	Elementary	
How Do Dinosaurs Eat Their Food?	Yolen	Jane	9781987163612	Elementary	Yes
How Do Dinosaurs Get Well Soon?	Yolen	Jane	9781987163629	Elementary	Yes
How Do Dinosaurs Go to School?	Yolen	Jane	9781987163636	Elementary	Yes
How Do Dinosaurs Say Goodbye?	Yolen	Jane	9781669667100	Elementary	Yes
How do you earn? : a moneybunny book (Moneybunny)	McLeod	Cinders	978-0-593-52966-9	Elementary	
How I Met My Monster	Noll	Amanda	9781094255934	Elementary	Yes
How to avoid being eaten by sharks : and other advice	Larkin	John	978-1-76160-061-6	Elementary	

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Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
How to dive to the deepest place on Earth	Sullivan	Kathy	978-1-53623-636-1	Elementary	
How to learn Chinese : without even trying	Yang	Freya	978-1-84994-455-7	Elementary	
How to Train Your Dummy (Goosebumps: House of Shivers, Book 8)	Stine	R. L.	978-1-54616-605-4	Elementary	
Huck 'n' Hairball and the litterbox time machine. 1	Moyer	Rich	978-1-45495-768-3	Elementary	
Humpty Dumpty	Flowerpot	Press	978-1-48673-024-7	Elementary	
Hungary (Blastoff! Discovery: Country Profiles)	Klepeis	Alicia	978-1-64487-747-0	Elementary	
I am Latina	Diaz Roman	Alejandra	978-1-77456-888-0	Elementary	
I am not grumpy! (Critter Complaints)	Perry	Caroline	9781665984195	Elementary	
I can't believe you said that! (Best Me I Can Be!)	Cook	Julia	978-1-934490-67-9	Elementary	
I Need a Hug	Blabey	Aaron	9781664998087	Elementary	Yes
I Really Like Slop! (Elephant & Piggie)	Willems	Mo	9798822695887	Elementary	Yes
I wish I had a polar bear with ice cream (I Wish...)	Alber	Diane	978-1-54611-033-0	Elementary	
I'm a little snowman	Eliot	Hannah	978-1-66591-916-6	Elementary	
I'm a neutrino : tiny particles in a big universe (Meet the Universe)	Vavagiakis	Eve M	978-1-53622-207-4	Elementary	
I'm That Cat	Allen	August E	9798315276708	Elementary	
Iditarod Race (World Festivals)	Hansen	Grace	978-1-09-826178-8	Elementary	
Indian gods, heroes, and mythology (Core Library: Gods, Heroes, And Mythology)	Gagne	Tammy	978-1-53211-783-1	Elementary	
Indiana Pacers (Inside the NBA (SportsZone))	Graves	Will	978-1-53219-829-8	Elementary	
Indonesia (Southeast Asia)	Wiseman	Blaine	979-83-18-91980-0	Elementary	
Interfaith festival (Nadia & Nadir)	Ali	Marzieh A	979-83-8492-102-8	Elementary	
Interrupting Chicken	Stein	David Ezra	9781094259659	Elementary	Yes
InvestiGators. 1,Agentes con muchos dientes (Investigators, Book 1)	Green	John Patrick	979-83-18-96324-7	Elementary	
InvestiGators. 2,Destapa el misterio (Investigators, Book 2)	Green	John Patrick	979-83-18-96325-4	Elementary	
Irresponsible insects and spiders (Nature's Worst Parents)	Wood	Alix	978-1-48247-766-5	Elementary	
Islandborn	Diaz	Junot	9781987163940	Elementary	Yes
Israel (Exploring World Cultures)	Gould	Sloane	978-1-51606-235-5	Elementary	
It's Christmas, David! (Board Book)	Shannon	David	9781546194507	Elementary	
It's Pikachu! (Pokemon Deluxe Storybook)	Rusu	Meredith	979-82-250-4534-0	Elementary	
Jade the Gem Dragon (Magical Rescue Vets)	Lockhart	Melody	978-1-645-19897-0	Elementary	
Jane Goodall (5-Minute Genius)	Alexander	Heather	978-1-45496-170-3	Elementary	
Janie es diferente (Emmie & Friends)	Libenson	Terri	979-83-18-96327-8	Elementary	
Japanese gods, heroes, and mythology (Core Library: Gods, Heroes, And Mythology)	Gagne	Tammy	978-1-53211-784-8	Elementary	
Jardin	Reyes	Riz	979-82-17-14014-5	Elementary	
Jasmine the shimmer dragon (Dragon Girls, Book 2)	Mara	Maddy	979-83-18-94989-0	Elementary	

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Jayden Daniels : football star (Today's Sports Stars)	Hanlon	Luke	979-83-687-9696-3	Elementary	
Jazzy the witch in Friend fiasco (Jazzy the Witch)	Bagley	Jessixa	978-1-66592-235-7	Elementary	
JD Vance (Both Sides Of The Aisle)	Youssef	Jagger	9781978546691	Elementary	
Jim! : six true stories about one great artist : James Marshall	Connors	Jerrold	978-0-593-85934-6	Elementary	
Jose and el perro (Jose and El Perro)	Rose	Susan	978-1-66888-299-3	Elementary	
Jose and Feliz play futbol (Jose and El Perro)	Rose	Susan	978-1-51607-022-0	Elementary	
Jungle cat (Little Wild Cats)	Andrews	Elizabeth	978-1-09824-939-7	Elementary	
Jupiter (Planets (Capstone))	Adamson	Thomas K	979-88-7530-550-4	Elementary	
Just for Today	Agell	Charlotte	9781546181323	Elementary	
Just Help! : How to Build a Better World	Sotomayer	Sonia	9798822674318	Elementary	Yes
Just kitten around (Bodega Cats, Book 2)	Burgos	Hilda Eunice	979-83-687-4472-8	Elementary	
Just right	Maldonado	Torrey	978-0-593-62496-8	Elementary	
Karol G (Torque: Music Superstars)	Birdoff	Ariel Factor	979-88-930482-8-5	Elementary	
Katie and the Cupcake War the Graphic Novel (Cupcake Diaries, Book 9)	Simon	Coco	979-83-18-97699-5	Elementary	
Katseye A Who Hq Illustrated Biography (Who HQ? Illustrated Biographies)	Daud	Ruqayyah	979-82-17-25074-5	Elementary	
Keeper of the lost cities (Keeper Of The Lost Cities, Book 1)	Messenger	Shannon	978-1-48980-366-5	Elementary	Yes
Kenya (Countries Around the World)	Ryan	Patrick	978-1-503-87840-2	Elementary	
Kids in China (Kids Around the World (Capstone))	Ferguson	Nikki Potts	979-88-7524-780-4	Elementary	
Kids in Egypt (Kids Around the World (Capstone))	Ferguson	Nikki Potts	979-88-7524-789-7	Elementary	
Kids in Mexico (Kids Around the World (Capstone))	Ferguson	Nikki Potts	979-88-7524-797-2	Elementary	
Kindness glows in the dark	Valle	Gama	979-83-18-93503-9	Elementary	
Kingfisher Ocean Encyclopedia	Kingfisher	.	9780753481455	Elementary	
Kingfisher Space Encyclopedia	Goldsmith	Mike	9780753481479	Elementary	
Ky nghi tham khoc (Diary of a Wimpy Kid, Book 9)	Kinney	Jeff	978-6-04-323029-1	Elementary	
Kylian Mbappe (Soccer's Greatest of All Time)	Cucini	Sara	979-88-7453-433-2	Elementary	
La cancion de Paloma para Puerto Rico : un diario de 1898 (Smithsonian: Our Voices)	Rivera	Adriana Erin	979-88-7523-561-0	Elementary	
La casa del peligro (Choose Your Own Adventure, Book 6)	Montgomery	R. A	978-1-66887-093-8	Elementary	
La hermanita de las nineras. 6,El cumpleanos de Karen (Baby-Sitters Little Sister, Book 6)	Farina	Katy	979-83-18-90594-0	Elementary	
La Odisea. Las aventuras de Ulises	Bottet	Beatrice	978-84-18-27997-3	Elementary	
La orca (Spotlight On Nature)	Dell	Pamela	979-88-958131-7-1	Elementary	
Lady Gaga (Torque: Music Superstars)	Birdoff	Ariel Factor	979-88-930482-9-2	Elementary	
Lailah's lunchbox : a Ramadan story	Farqi	Reem	978-0-88448-431-8	Elementary	
Lamar Jackson : football star (Today's Sports Stars)	Moon	Derek	979-83-687-9698-7	Elementary	
Lamborghini Countach (Epic. Cool Cars)	Duling	Kaitlyn	9798893042894	Elementary	

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Las Gemelas De Sweet Valley Mejores Amigas (Libro 1) (The Sweet Valley TwinsB (Sweet Valley Twins, Book 1)	Pascal	Francine	979-83-18-97536-3	Elementary	
Las joyas perdida de Nabooti (Choose Your Own Adventure, Book 4)	Montgomery	R. A	978-1-66886-747-1	Elementary	
Las nuevas aventuras de ... Intensamente 2. Sentimientos enormes (New Adventures of Disney Pixar Inside Out 2, Book 1)	Leong	Sloane	979-83-687-6594-5	Elementary	
Las nuevas aventuras de Encanto. Es hora de brillar (New Adventures of Encanto, Book 1)	Ortiz	Amparo	978-1-54581-961-6	Elementary	
Las nuevas aventuras de Moana 2. Nacida para viajar (New Adventures of Moana 2, Book 1)	Leong	Sloane	978-1-54582-299-9	Elementary	
Las nuevas aventuras de Red. Mejores amigas para siempre (New Adventures of Turning Red, Book 1)	Leong	Sloane	979-83-687-6575-4	Elementary	
Las nuevas aventuras de Red. Poder panda (New Adventures of Turning Red, Book 2)	Leong	Sloane	979-83-18-92239-8	Elementary	
Las nuevas aventuras de Zootopia 2. Juntos zoomos mejores (New Adventures of Zootopia 2, Book 1)	Caramagna	Joe	978-1-54583-526-5	Elementary	
Latin dance (21st Century Skills Library: Let's Dance!)	Markovics	Joyce L	979-83-687-6175-6	Elementary	
Lawrence and Sophia : big & bold (Lawrence & Sophia)	Cronin	Doreen	9780593618332	Elementary	
Legacy (Keeper Of The Lost Cities, Book 8)	Messenger	Shannon	978-1-71372-588-6	Elementary	Yes
Let's play a game (Fatal Glitch, Book 1)	Kelly	Erin Entrada	978-1-46424-107-9	Elementary	
Lety out loud (Wish (Scholastic))	Cervantes	Angela	978-1-72548-735-2	Elementary	Yes
Leyendas de la serpiente emplumada. 3,Los gemelos heroes y el reino del temor (Tales of the Feathered Serpent, Book 3)	Bowles	David	979-83-18-94124-5	Elementary	
Liberty's forgotten hero	Grant	Kesha	978-1-64379-579-9	Elementary	
Licorice	LaReau	Kara	978-1-54618-594-9	Elementary	
Life : the wild wonders of biodiversity (Wild Wonders, Book 3)	Smith	Jennifer N. R.	978-0-500-65335-7	Elementary	
Life in hot water : wildlife at the bottom of the ocean (Life in the Extreme	Batten	Mary	979-83-687-1367-0	Elementary	
Life in the Aztec Empire : an interactive ancient history adventure (You Choose: Ancient Empires and Civilizations)	Oviedo	Claudia	979-88-7521-628-2	Elementary	
Life in the Indus civilization : an interactive ancient history adventure (You Choose: Ancient Empires and Civilizations)	Braun	Eric	979-88-7521-633-6	Elementary	
Life in the Maya civilization : an interactive ancient history adventure (You Choose: Ancient Empires and Civilizations)	Smith-Llera	Danielle	979-88-7521-638-1	Elementary	
Life in the Rapa Nui Empire : an interactive ancient history adventure (You Choose: Ancient Empires and Civilizations)	Ramos	Vanessa	979-88-7521-643-5	Elementary	
Lily Medialuna. 3,El secreto del Kalash (Lily Medialuna)	Bonet	Xavier	978-84-488-7160-4	Elementary	
Limerick poems (Big Buddy Books: Poetry Power)	Van Oosbree	Ruthie	978-1-53219-895-3	Elementary	
Lin-Manuel Miranda (Hispanic Star En Espanol)	Romo Edelman	Claudia	979-83-18-90990-0	Elementary	
Lin-Manuel Miranda (Hispanic Star)	Romo Edelman	Claudia	978-1-25034-024-5	Elementary	
Lion x Pyroar : the animal that inspired the Pokemon (Abdo Kids Jumbo: Pokemon IRL)	Hansen	Grace	979-83-8490-986-6	Elementary	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Lionel Messi : acceso total (All Access)	Berne	Emma Carlson	979-83-687-4775-0	Elementary	
Little Red and big, bad Fred	Belote	Ashley	978-0-593-90243-1	Elementary	
Little witch academia. The nonsensical witch and the country of the fairies	Yoshinari	Yoh	978-1-975356-78-1	Elementary	
Living on the moon (Alternator Books: The Moon Files)	Reeves	Diane Lindsey	979-87-6562-558-3	Elementary	
Lizards (North American Field Guides)	Lim	Angela	979-83-8497-020-0	Elementary	
Llama Llama Home with Mama (Llama Llama)	Dewdney	Anna	9781094258720	Elementary	Yes
Llama Llama Loves to Read (Llama Llama)	Dewdney	Anna	9781987164039	Elementary	Yes
Llama Llama Mad at Mama (Llama Llama)	Dewdney	Anna	9781094258836	Elementary	Yes
Llama Llama Mess Mess Mess (Llama Llama)	Dewdney	Anna	9781094258614	Elementary	Yes
Llama Llama Red Pajama (Llama Llama)	Dewdney	Anna	9781987164022	Elementary	Yes
Lodestar (Keeper Of The Lost Cities, Book 5)	Messenger	Shannon	978-1-53797-452-1	Elementary	Yes
Loki vs. Hermes : the trickster showdown (Mythology Matchups)	Oviedo	Claudia	978-1-66634-377-9	Elementary	
Los explora Gomez en busca de la momia maldita (Exploragomez, Book 2)	Blanch	Teresa	979-83-18-95336-1	Elementary	
Los explora Gomez en busca del templo perdido (Exploragomez, Book 1)	Blanch	Teresa	979-83-18-95335-4	Elementary	
Los fantasmas no existen (Mysteries Inc., Book 1)	Gomez-Juardo	Juan	979-1-38769-555-2	Elementary	
Lost mysteries : history's greatest secrets, legends & hidden treasures	Towler	Paige	978-1-958395-65-3	Elementary	
Loudest animals (Wild World: Top 10)	Maloney	Brenna	9781546177807	Elementary	
Love from Giraffes Can't Dance	Andreae	Giles	9781338666762	Elementary	
Love in Every Language	Syed	Anoosha	979-82-17-04113-8	Elementary	
Love, Panda	Su	Elaine	978-1-54617-958-0	Elementary	
Lupe Wong won't dance	Higuera	Donna Barba	978-1-51608-615-3	Elementary	
Machu Picchu : a mystery in the clouds	Vilela Galvan	Sergio	978-6-12-445059-4	Elementary	
Magic Fish Little Board Book	Sims	Lesley	9780794553722	Elementary	
Magic gifts (Royal School for Roblox Princesses, Book 2)	Avatar	Eliana	979-82-250-5033-7	Elementary	
Make way for ballet (Itty Bitty Princess Kitty, Book 15)	Mews	Melody	978-1-66597-486-8	Elementary	
Making Friends #3: Third Time's a Charm	Gudsnuk	Kristen	9781338630794	Elementary	
Making friends. Together forever (Making Friends (Graphix), Book 4)	Gudsnuk	Kristen	978-1-33863-083-1	Elementary	
Malaysia (Southeast Asia)	Gregory	Joy	979-83-18-91982-4	Elementary	
Malvhadas. 1	Aaron	Huw	978-84-488-7130-7	Elementary	
Mandrills (Primates)	Becker	Trudy	979-83-18-91558-1	Elementary	
Maravillas del mundo acuatico (DK Children's Anthologies)	Hume	Sam	978-0-7440-8921-9	Elementary	
Maravillas del planeta tierra (DK Children's Anthologies)	Oldershaw	Cally	978-0-593-84827-2	Elementary	
Marcos, Did You Hear Me?: A story about active listening	Smith	Bryan	978-1-54575-706-2	Elementary	
Marker	Kang	Anna	978-1-54203-961-1	Elementary	
Mars : you decide how to survive! (Worst-Case Scenario: Ultimate Adventure)	Khan	Hena	978-1-59920-979-1	Elementary	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Mars (Planets (Capstone))	Adamson	Thomas K	979-88-7530-544-3	Elementary	
Martes de tacos (Wish (Scholastic))	Mancillas	Monica	979-83-687-8712-1	Elementary	
Mary had a little lamb (Mother Goose Nursery Rhymes)	Rech	Bella	979-88-87359-07-6	Elementary	
Marya Khan and the abominable ski trip (Marya Khan, Book 6)	Faruqi	Saadia	978-1-41977-497-3	Elementary	
Marya Khan and the spectacular fall festival (Marya Khan, Book 3)	Faruqi	Saadia	978-1-41976-120-1	Elementary	
Mas alla del espacio (Choose Your Own Adventure, Book 2)	Montgomery	R. A	978-1-66885-426-6	Elementary	
Maserati GranCabrio (Epic. Cool Cars)	Duling	Kaitlyn	9798893042900	Elementary	
Mean mammals (Nature's Worst Parents)	Wood	Alix	978-1-48247-769-6	Elementary	
Measuring Up : how Oliver Smoot became a standard unit of measurement	Lacika	Jenny	978-1-53623-012-3	Elementary	
Mecha-Ude : mechanical arms 4 (Mecha-Ude: Mechanical Arms)	Koyoka	Yoshino	9781546142652	Elementary	
Meet December (Calendar Kids)	Martin	April	978-1-46426-172-5	Elementary	
Meet November (Calendar Kids)	Martin	April	978-1-46426-169-5	Elementary	
Meet October (Calendar Kids	Martin	April	978-1-46426-166-4	Elementary	
Meet Ronald Acuna Jr. (Lerner Sports: Sports VIPs)	Schwartz	Heather E	979-87-6564-338-9	Elementary	
Merci Suarez can't dance (Merci Suarez)	Medina	Meg	978-1-66884-345-1	Elementary	Yes
Merci Suarez changes gears (Merci Suarez)	Medina	Meg	978-1-72547-870-1	Elementary	Yes
Merci Suarez plays it cool (Merci Suarez)	Medina	Meg	978-1-51605-914-0	Elementary	Yes
Merci Suarez se hace la lista (Merci Suarez)	Medina	Meg	979-83-687-5327-0	Elementary	
Mercury (Planets (Capstone))	Adamson	Thomas K	979-88-7530-556-6	Elementary	
Mermaid magic (Super Sandcastle: DIY Enchanted Workshop)	Anderberg	Juliette	978-1-09829-955-2	Elementary	
Mexico : discover Mexico's vibrant culture, ancient ruins, golden beaches, and delicious cuisine (DK Super World)	DK	Learning	978-0-593-96653-2	Elementary	
Mexico : recipes, flavors, & traditions (Culinary Passport)	Tierney	P. J.	979-83-687-5076-7	Elementary	
Mexico (Blastoff! Readers Level 2: Countries of the World)	Davies	Monika	978-1-64487-723-4	Elementary	
Mexico (Countries Around the World (Stride))	Berendes	Mary	978-1-50387-600-2	Elementary	
Mexico (Countries of the World (AV2 by Weigl))	Kopp	Megan	979-88-7453-215-4	Elementary	
Mi vida mas alla de la leucemia (My Life Beyond)	Gee	Hey	978-1-51604-476-4	Elementary	
Mia's sweet surprises (Cupcake Diaries (Simon Spotlight), Book 34)	Simon	Coco	978-1-71376-718-3	Elementary	
Micro --The Wild Wonders of Microscopic Life (Wild Wonders, Book 4)	Smith	Jennifer N. R	978-0-500-65403-3	Elementary	
Midnight on the Moon (Magic Treehouse Graphic Novel)	Laird	Jenny	9781536495065	Elementary	Yes
Miley Cyrus and Dolly Parton : two Tennessee titans (Musicians and Their Inspirations)	Jackson	Tom	979-87-6562-671-9	Elementary	
Millie Fleur's Worst Day Ever (Millie Fleur)	Mandin	Christy	9781546160182	Elementary	
Min and the protests : a Tiananmen Square survival story (Girls Survive)	Collins	Ailynn	978-1-66907-763-3	Elementary	
Mindless marsupials (Nature's Worst Parents)	Wood	Alix	978-1-48247-772-6	Elementary	
Minecraft the manga. 2 (Minecraft the Manga, Book 2)	Seto	Kazuyoshi	979-83-18-92895-6	Elementary	

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Minecraft the manga. 3 (Minecraft the Manga, Book 3)	Seto	Kzuyoshi	979-83-18-92896-3	Elementary	
Minecraft. 2,Aventuras en el reino eterno (Minecraft, Book 2)	Monster	Sfe R	979-83-687-9016-9	Elementary	
Minecraft. 3,El portal en ruinas (Minecraft, Book 3)	Monster	Sfe R	979-83-687-9017-6	Elementary	
Mini mind controllers : fungi, bacteria, and other tiny zombie makers (Edge Books: Real-Life Zombies)	Axelrod-Contrada	Joan	978-1-51572-478-0	Elementary	
Mining the moon (Alternator Books: The Moon Files)	Reeves	Diane Lindsey	979-87-6562-561-3	Elementary	
Mojo Jojo's beach vacation (Adventures of the Powerpuff Girls)	Valdez	Kiara	979-88-7527-339-1	Elementary	
Monarch Butterfly	Gibbons	Gail	9781662223358	Elementary	Yes
Month One (Little Batman)	Evans	Morgan	978-1-7995-0704-8	Elementary	
Moonleapers, Book 2 Tangled in Time (Moonleapers, Book 2)	Haddix	Margaret Peterson	978-0-06-339261-8	Elementary	
More cute animals that could kill you dead : another funny book of adorable attacker animals (Killer Cuties)	Hartman	Brooke	978-1-72828-532-0	Elementary	
Motocicletas de carreras (Epic Motorcycles)	Lowell	Barbara	978-1-64466-740-8	Elementary	
Motocicletas de chopper (Epic Motorcycles)	Lowell	Barbara	978-1-64466-736-1	Elementary	
Motocicletas de crucero (Epic Motorcycles)	Lowell	Barbara	978-1-64466-737-8	Elementary	
Motocicletas de enduro (Epic Motorcycles)	Lowell	Barbara	978-1-64466-738-5	Elementary	
Motocicletas de turismo (Epic Motorcycles)	Lowell	Barbara	978-1-64466-741-5	Elementary	
Motocicletas todoterreno (Epic Motorcycles)	Lowell	Barbara	978-1-64466-739-2	Elementary	
Motorcycle racing (Behind the Scenes)	Robinson	Paul	978-1-83569-433-6	Elementary	
Mr. Chow's Night Market	Sun Li	Emily	978-0-593-88703-5	Elementary	
Mudskippers and other extreme fish adaptations (Fact Finders: Extreme Adaptations)	Rake	Jody Sullivan	978-1-49140-165-1	Elementary	
Mutant animals : crazy creatures altered by science (Fact Finders: Scary Science)	Lee	Sally	978-1-47653-929-4	Elementary	
My Day with the Panye	Charles	Tami	9781669639695	Elementary	
My exciting Europe (My Amazing Adventures)	Lerwill	Ben	978-1-53625-010-7	Elementary	
My first book of Vietnamese words : an ABC rhyming book of Vietnamese language and culture (My First Book Of...)	Tran	Phuoc Thi Minh	978-0-8048-4907-4	Elementary	
My Latin America and the Caribbean : a celebration (My Amazing Adventures)	Goldin Marcovich	Gabriela	978-1-53624-505-9	Elementary	
My sister's quinceanera	Ruiz	Delia	978-0-593-48225-4	Elementary	
My Teacher is a Monster! (No, I Am Not.)	Brown	Peter	9781549127540	Elementary	Yes
Mysterious things (Invisible Things)	Pizza	Andy J	978-1-79723-988-0	Elementary	
Nadia Islam, on the record	Jaigirdar	Adiba	978-0-06-328598-9	Elementary	
Nam, nam, nam! (I Like to Read Comics)	Castillo	Diana	979-83-687-7469-5	Elementary	
Naruto. 1,The boy ninja (Naruto Chapter Books, Book 1)	West	Tracey	978-1-42152-056-8	Elementary	
Naruto. 10,The first test (Naruto Chapter Books, Book 10)	West	Tracey	978-1-42152-320-0	Elementary	
Naruto. 11,The tenth question (Naruto Chapter Books, Book 11)	West	Tracey	978-1-42153-041-3	Elementary	

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Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Naruto. 12,Coward (Naruto Chapter Books, Book 12)	West	Tracey	978-1-42153-042-0	Elementary	
Naruto. 13,Beauty is the beast (Naruto Chapter Books, Book 13)	West	Tracey	978-1-42153-043-7	Elementary	
Naruto. 14,No holds barred (Naruto Chapter Books, Book 14)	West	Tracey	978-1-42153-044-4	Elementary	
Naruto. 15,The last chance (Naruto Chapter Books, Book 15)	West	Tracey	978-1-42153-045-1	Elementary	
Naruto. 16,The final battle (Naruto Chapter Books, Book 16)	West	Tracey	978-1-42153-046-8	Elementary	
Naruto. 6,Speed (Naruto Chapter Books, Book 6)	West	Tracey	978-1-42152-316-3	Elementary	
Naruto. 7,Next level (Naruto Chapter Books, Book 7)	West	Tracey	978-1-42152-317-0	Elementary	
Nat Geo Readers: Dinosaurs	Zoehfeld	Kathleen Weidner	9781987163827	Elementary	Yes
Nat Geo Readers: Pandas	Schreiber	Anne	9781987174687	Elementary	Yes
Nat Geo Readers: Ponies	Marsh	Laura	9781987174694	Elementary	Yes
Nat Geo Readers: Race Day	Tuchman	Gail	9781094254784	Elementary	Yes
Nat Geo Readers: Sleep, Bear!	Alinsky	Shelby	9781094254807	Elementary	
Nat Geo Readers: Slither, Snake!	Alinsky	Shelby	9781987174700	Elementary	Yes
Nat Geo Readers: Storms!	Goin	Miriam	9781987163865	Elementary	
Nat Geo Readers: Swing Sloth! : Explore the Rain Forest	Neuman	Susan B.	9781987174724	Elementary	Yes
Nat Geo Readers: Titanic	Stewart	Melissa	9781987174731	Elementary	Yes
Nature's undead : snapping rattlesnakes, frozen frogs, and other animals that seem to rise from the grave (Edge Books: Real-Life Zombies)	Klepeis	Alicia	978-1-51572-481-0	Elementary	
Neptune (Planets (Capstone))	Adamson	Thomas K	979-88-7530-586-3	Elementary	
New York Knicks (NBA Teams (Apex Varsity))	Beattie	Charlie	979-83-18-91543-7	Elementary	
Newton and Curie take flight! (Newton and Curie)	Kirk	Daniel	9781419749636	Elementary	
Nibbles Christmas (Nibbles)	Yarlett	Emma	9781684642953	Elementary	
Nibbles colors (Nibbles)	Yarlett	Emma	9781684641383	Elementary	
Nibbles numbers (Nibbles)	Yarlett	Emma	9781610678940	Elementary	
Nibbles shapes (Nibbles)	Yarlett	Emma	9781684645480	Elementary	
Nibbles the Very Hungry Book Monster (Nibbles)	Yarlett	Emma	9781684647897	Elementary	
Nibbles: the book monster (Nibbles the Book Monster)	Yarlett	Emma	978-1-61067-467-6	Elementary	
Nice to eat you	Yin	Karen	978-1-33885-192-2	Elementary	
Nigeria (Countries Around the World)	Duling	Kaitlyn	978-1-503-87835-8	Elementary	
Night Stalkers (US Military)	Marlin	Charles	979-83-18-91584-0	Elementary	
Nike : sportswear and brand-building powerhouse (Big Sports Brands)	Rowell	Rebecca	978-1-09829-069-6	Elementary	
Nina del pueblo de floricanto : Luz Jimenez, hija de los Nahuas	Amescua	Gloria	978-1-41976-857-6	Elementary	
Nina Peanut Es Lo Maximo / Nina Peanut Is Amazing	Bowie	Sarah	978-6-07-392554-9	Elementary	
Ninjas por la cara. Este hamster huele a Roquefort! (Free Ninjas, Book 1)	Casamayor	Alberto	978-84-10-39630-2	Elementary	
No reading allowed* : *the worst read-aloud book ever** : **a confusing collection of hilarious homonyms and sound-alike sentences	Haldar	Raj	978-1-72820-659-2	Elementary	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
No, David! (Board Book)	Shannon	David	9781338299588	Elementary	
Noodle-mania : a cookbook for kids who love pasta (Kids in the Kitchen)	Klepinger	Teresa	979-88-920087-1-6	Elementary	
Norse gods, heroes, and mythology (Core Library: Gods, Heroes, And Mythology)	Buckey	A. W.	978-1-53211-785-5	Elementary	
North America (Continents of the World (Redback Publishing))	Lesley	John	978-1-922322-50-0	Elementary	
Ocelot (Little Wild Cats)	Andrews	Elizabeth	978-1-09824-940-3	Elementary	
Odin vs. Ares : the legendary face-off (Mythology Matchups)	Lukidis	Lydia	978-1-66901-645-8	Elementary	
Oh No! The Talent Show (Roxy the Unisauris Rex)	Chen	Eva	9781669639787	Elementary	
Old MacDonald had a farm	Flowerpot	Press	978-1-48673-022-3	Elementary	
Olivia Rodrigo (Torque: Music Superstars)	Nguyen	Suzane	979-88-930426-6-5	Elementary	
On a Pirate Ship Little Board Book	Milbourne	Anna	9780794550738	Elementary	
One and only Bob	Applegate	Katherine	9780062991317	Elementary	Yes
One and only Ruby	Applegate	Katherine	9780063080089	Elementary	Yes
One elephant	Marticorena	Eduardo	9781546134060	Elementary	
Oona the Unicorn (Magical Rescue Vets)	Lockhart	Melody	978-1-645-19898-7	Elementary	
Opals (Scientific American Investigates Gems)	Fortescue	Madeleine	978-1-53831-430-2	Elementary	
Operation trick shot (Dude Perfect + Panda)	Woodrow	Allan	978-1-40021-710-6	Elementary	
Origami desert animals (Origami Animals)	Fullman	Joe	978-1-51606-587-5	Elementary	
Origami polar animals (Origami Animals)	Fullman	Joe	978-1-51606-588-2	Elementary	
Origami rain forest animals (Origami Animals)	Fullman	Joe	978-1-51606-589-9	Elementary	
Origami safari animals (Origami Animals)	Fullman	Joe	978-1-51606-590-5	Elementary	
Our world out of balance : understanding climate change and what we can do	Minoglio	Andrea	978-1-73500-053-4	Elementary	
Owl by myself	Oswald	Pete	978-0-593-30361-0	Elementary	
Pahua and the soul stealer (Pahua Moua, Book 1)	Lee	Lori M.	978-1-66884-409-0	Elementary	
Pallas's cat (Little Wild Cats)	Andrews	Elizabeth	978-1-09824-941-0	Elementary	
Panda Bear, Panda Bear, What Do You See?	Martin	Bill	9781662291296	Elementary	Yes
Panda x Pancham : the animal that inspired the Pokemon (Abdo Kids Jumbo: Pokemon IRL)	Hansen	Grace	979-83-8490-987-3	Elementary	
Pangolin x Sandshrew : the animal that inspired the Pokemon (Abdo Kids Jumbo: Pokemon IRL)	Hansen	Grace	979-83-8490-988-0	Elementary	
Pat-a-cake : first book of nursery rhymes (Nursery Time)	Busby	Ailie	978-1-78628-411-2	Elementary	
Paul Skenes : baseball star (Today's Sports Stars)	Hanlon	Luke	979-83-687-9701-4	Elementary	
PAW Patrol, the dino movie. Ready to roar! (Step Into Reading-Step 2)	Roth	Megan	979-82-17-12423-7	Elementary	
Pawesome dog awards (Dogs (Hungry Tomato))	Griffin	Annabel	978-1-916598-08-9	Elementary	
Pawsome pals (Bodega Cats, Book 3)	Burgos	Hilda Eunice	979-83-18-90756-2	Elementary	
Pearls (Scientific American Investigates Gems)	Gottlieb	Beth	978-1-53831-385-5	Elementary	

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Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Pedro Pascal (Hispanic Star En Espanol)	Romo Edelman	Claudia	979-83-18-94065-1	Elementary	
Penny and Her Marble	Henkes	Kevin	9781094255361	Elementary	Yes
Penny and her Song	Henkes	Kevin	9781094255378	Elementary	Yes
Penny and the tragic voyage : a Lusitania survival story (Girls Survive)	Gilbert	Julie	978-1-66908-634-5	Elementary	
Penny draws a first crush (Penny Draws)	Shepard	Sara	9780593700341	Elementary	
Penny draws a secret adventure (Penny Draws)	Shepard	Sara	9780593616833	Elementary	
Penny draws a team sport (Penny Draws)	Shepard	Sara	9780593700310	Elementary	
Perdidos en la isla de las Munecas (Doll Island)	Ramos-Gomez	Cassandra	979-83-471-0161-0	Elementary	
Peru (Blastoff! Readers Level 2: Countries of the World)	Davies	Monika	979-88-86874-30-3	Elementary	
Peru (Countries Around the World)	O'Sullivan	MaryCate	978-1-503-87837-2	Elementary	
Peru (Countries of the World (AV2 by Weigl))	Erlic	Lily	979-88-7453-245-1	Elementary	
Pete the Cat and the bad banana (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-509-1	Elementary	
Pete the cat and the cookie catastrophe (Pete the Cat)	Dean	Kim	978-0-06-335058-8	Elementary	
Pete the Cat and the cool caterpillar (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-510-7	Elementary	
Pete the Cat and the tip-top tree house (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-512-1	Elementary	
Pete the Cat goes camping (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-513-8	Elementary	
Pete the Cat's groovy bake sale (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-515-2	Elementary	
Pete the Cat's train trip (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-516-9	Elementary	
Pete's big lunch (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-505-3	Elementary	
Peter Powers and His Not-So-Super Powers!	Clark	Kent	9781549127786	Elementary	
Philippines (Countries of the World (AV2 by Weigl))	Goldsworthy	Steve	978-1-79115-669-5	Elementary	
Philippines (Southeast Asia)	Goldworthy	Steve	979-83-18-91984-8	Elementary	
Phineas y Ferb. Doble funcion de criaturas sorprendentes (Phineas and Ferb, Book 1)	Peterson	Scott	979-83-687-8221-8	Elementary	
Pig the Stinker (Pig the Pug)	Blabey	Aaron	9781664997875	Elementary	Yes
Pig the Tourist (Pig the Pug)	Blabey	Aaron	9781664997981	Elementary	Yes
Pig the Winner (Pig the Pug)	Blabey	Aaron	9781664998056	Elementary	Yes
Pippa Faces Danger in the Water --a 1916 Shark Attack Survival Story (Girls Survive)	Gilbert	Julie K.	979-88-7528-325-3	Elementary	
Piranhas Don't Eat Bananas	Blabey	Aaron	9781664998193	Elementary	Yes
Pirate, Viking, & Scientist	Chapman	Jared	9780316253895	Elementary	
Pizza and Taco Blast Off! (Pizza and Taco)	Shaskan	Stephen	9798217118403	Elementary	
Pizza master : a cookbook for kids who love pizza (Kids in the Kitchen)	Eboch	M. M.	979-88-920087-2-3	Elementary	
Planets (AV2 World Languages)	Aspen-Baxter	Linda	9781489665966	Elementary	
Plant cells (Exploring Life Science)	Lim	Angela	979-88-7530-600-6	Elementary	
Play ball! (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-506-0	Elementary	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

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Playing up (Tween Era)	Berne	Emma Carlson	979-88-7524-682-1	Elementary	
Pocket Peaches --Happy Campers (Pocket Peaches, Book 4)	Wang	Dora	979-88-8161-023-4	Elementary	
Poison dart frog (Deadliest Animals (Apex))	Golkar	Golriz	978-1-66886-497-5	Elementary	
Poisonous animals (Wild World: Top 10)	Maloney	Brenna	9781546177456	Elementary	
Pokemon Book of Battles	Andreou	Katherine	979-82-17-13512-7	Elementary	
Pokemon horizons the series. Chasing a legend (Pokemon Chapter Books, Book 30)	Barbo	Maria S	979-83-687-8383-3	Elementary	
Pokemon super duper extra deluxe essential handbook : stats on more than 1,000 characters!	Scholastic	Inc	978-1-33902-801-9	Elementary	
Pokemon. The search for Lapras	Whitehill	Simcha	978-1-54616-937-6	Elementary	
Polar Bear, Polar Bear, What Do You Hear?	Martin Jr.	Bill	9781094290980	Elementary	Yes
Pop music (Eureka! That's My Jam!)	Sommer	Nathan	979-88-988012-6-7	Elementary	
Pop music (Focus Readers: Music Genres-Beacon level)	Rains	Dalton	979-88-89982-04-3	Elementary	
Pope Leo Xiv A Who Hq Illustrated Biography (Who HQ? Illustrated Biographies)	Labrecque	Ellen	979-82-17-24740-0	Elementary	
Portugal (Countries of the World (AV2 by Weigl))	Gregory	Joy	979-83-18-91645-8	Elementary	
Practicing Patience: How to Wait Patiently When Your Body Doesn't Want To	Law	Jennifer	978-1-54575-500-6	Elementary	
Princess Hair	Miller	Sharee	9781549127656	Elementary	Yes
Puerto Rico (Discovering the United States)	Clayton	Annette M	978-1-09829-409-0	Elementary	
Puerto Rico (Stride: U. S. A. Travel Guides)	Heinrichs	Ann	978-1-50387-067-3	Elementary	
Puerto Rico (Territories of the United States)	Levy	Janey	979-83-687-2824-7	Elementary	
Puka Nacua : football Star (Today's Sports Stars)	Beattie	Charlie	979-83-687-9700-7	Elementary	
Pumpkin and Beetle. Super secret garden (Pumpkin and Beetle, Book 2)	Ho	Jannie	978-0-8234-5963-6	Elementary	
Pumpkin and Beetle. Two vampire cats (Pumpkin and Beetle, Book 1)	Ho	Jannie	978-0-8234-5962-9	Elementary	
Queso, just in time	Cisneros	Ernesto	978-0-06-309224-2	Elementary	
Quest for the best : conquering cheerleading tryouts and competitions (Snap Books: Cheer Spirit)	Rissman	Rebecca	978-1-49145-205-9	Elementary	
Quetzal's labyrinth	Valenti	Karla	979-82-17-02894-8	Elementary	
Quien es Alexandria Ocasio-Cortez? (Who HQ Now)	Anderson	Kirsten	978-1-66885-352-8	Elementary	
Quien Es Cristiano Ronaldo? (Who Is Cristiano Ronaldo? Spanish Edition) (Who HQ Now)	Buckley	James Jr.	979-83-18-96651-4	Elementary	
Quien Es Jenna Ortega? (Who HQ Now)	Anderson	Kirsten	979-83-18-96667-5	Elementary	
Quien Es Travis Kelce? (Who HQ Now)	Labrecque	Ellen	979-83-18-96668-2	Elementary	
R&B and soul (Focus Readers: Music Genres-Beacon level)	Davis	C. M	979-88-89982-05-0	Elementary	
R&B music (Eureka! That's My Jam!)	Sommer	Nathan	979-88-988012-7-4	Elementary	
Radiant Child The Story of Young Artist Jean-Michel Basquiat	Steptoe	Javaka	9781549127021	Elementary	Yes
Rain, rain, go away!	Church	Caroline	978-0-545-48542-5	Elementary	

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Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Rayo, Leche Y Loquillo Problemas Caninos (Peanut, Butter, and Crackers, Book 1)	Braddock	Paige	978-84-914592-2-4	Elementary	
Reach for the Stars	Calandrelli	Emily	9781669657996	Elementary	
Reckless reptiles (Nature's Worst Parents)	Wood	Alix	978-1-48247-775-7	Elementary	
Red Sings from Treetops: a year in colors	Sidman	Joyce	9781094259727	Elementary	Yes
Refugiado : la novela grafica	Gratz	Alan	979-83-18-91466-9	Elementary	
Reina Ramos meets a big puppy (I Can Read! Level 2: Reina Ramos)	Otheguy	Emma	978-0-06-322313-4	Elementary	
Reina Ramos works it out! (I Can Read! Level 2: Reina Ramos)	Otheguy	Emma	978-0-06-322310-3	Elementary	
Reina Ramos: neighborhood helper (I Can Read! Level 2: Reina Ramos)	Otheguy	Emma	978-0-06-322324-0	Elementary	
Remember me, Daphne	Krampien	Celia	978-1-66596-241-4	Elementary	
Resiliencia de la isla (Survivor!)	Yu	Bill	978-1-09823-283-2	Elementary	
Ride = Dap xe	Phi	Bao	978-1-68436-371-1	Elementary	
Roar	Bajaj	Varsha	978-0-593-69905-8	Elementary	
Roberto Clemente (Hispanic Star En Espanol)	Romo Edelman	Claudia	978-1-66887-077-8	Elementary	
Roberto Clemente (Hispanic Star)	Romo Edelman	Claudia	978-1-66887-079-2	Elementary	
Robots : explore the world of robotics and AI (Myth Busters)	Admoni	Henny	978-1-68449-379-1	Elementary	
Rock music (Eureka! That's My Jam!)	Sommer	Nathan	979-88-988012-8-1	Elementary	
Rocks and Minerals (DK Super Readers)	DK	Publishers	9798822688919	Elementary	
Rodeo Hawkins and the Sons of Disaster (Rodeo Hawkins)	Bemis	John Claude	978-0-8234-4513-4	Elementary	
Rostam wrecks the realm	Abtahi	Olivia	978-1-66595-100-5	Elementary	
Row, row, row your boat (Classic Nursery Rhymes)	Anggreini	Anglika Dewi	979-88-87359-10-6	Elementary	
Roy Digs Dirt	Shannon	David	9781664998063	Elementary	Yes
Rubies (Scientific American Investigates Gems)	Fortescue	Madeleine	978-1-53831-436-4	Elementary	
Rwanda (Countries of the World (AV2 by Weigl))	Tomljanovic	Tatiana	979-88-7453-275-8	Elementary	
Salvaje. 2,El mar Esmeralda (Wild, Book 2)	Masip	Ines	978-84-488-7188-8	Elementary	
Sand cat (Little Wild Cats)	Andrews	Elizabeth	978-1-09824-942-7	Elementary	
Santiago! : Santiago Ramon y Cajal: artista, cientifico y travieso	Hosler	Jay	979-83-18-90581-0	Elementary	
Saphie, the one-eyed cat. Volume 2 (Saphie the One-Eyed Cat, Book 2)	JOHO		979-83-687-8702-2	Elementary	
Sapphires (Scientific American Investigates Gems)	Fortescue	Madeleine	978-1-53831-427-2	Elementary	
Saturdays at Harlem Grown : how one big idea transformed a neighborhood (Harlem Grown)	Hillery	Tony	978-1-66592-978-3	Elementary	
Saturn (Planets (Capstone))	Adamson	Thomas K	979-88-7530-562-7	Elementary	
Science encyclopedia : atom smashing, food chemistry, animals, space, and more!	National	Geographic	979-82-17-22484-5	Elementary	
Scorpion (Deadliest Animals (Apex))	Hamby	Rachel	978-1-66886-498-2	Elementary	
Scream If You Wanna Go Faster: The History and Science of Amusement Parks	Morris	Peter	978-1-8006-6066-3	Elementary	

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Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
See and say Arabic (Pebble Sprout: Learn a Language!)	Darraj	Susan Muaddi	978-0-7565-8728-4	Elementary	
See and say French (Pebble Sprout: Learn a Language!)	Golkar	Golriz	978-0-7565-8182-4	Elementary	
See and say German (Pebble Sprout: Learn a Language!)	Estrada	Monika	978-0-7565-8186-2	Elementary	
See and Say Hindi (Pebble Sprout: Learn a Language!)	Ramkumar	Ranjeeta	979-88-7528-255-3	Elementary	
See and say Italian (Pebble Sprout: Learn a Language!)	De Bernardi	Barbara	979-88-7528-247-8	Elementary	
See and say Korean (Pebble Sprout: Learn a Language!)	Park	Aerin	978-0-7565-8736-9	Elementary	
See and say Mandarin (Pebble Sprout: Learn a Language!)	Wong	Fanny	978-0-7565-8190-9	Elementary	
See and say Portuguese (Pebble Sprout: Learn a Language!)	Siqueira	Ana	979-88-7528-263-8	Elementary	
See and say Russian (Pebble Sprout: Learn a Language!)	Zhurkina	Sveltlana	979-88-7528-271-3	Elementary	
See and say Spanish (Pebble Sprout: Learn a Language!)	Oviedo	Claudia	978-0-7565-8194-7	Elementary	
See and say Tagalog (Pebble Sprout: Learn a Language!)	Owens	Joann Javier	978-0-7565-8744-4	Elementary	
Serena Williams A Who Hq Illustrated Biography (Who HQ? Illustrated Biographies)	Smith	Sherri L	979-82-17-24513-0	Elementary	
Serval (Little Wild Cats)	Andrews	Elizabeth	978-1-09824-943-4	Elementary	
Seven Magical Tales (Disney Frozen Step into Reading)	Random	House	9780736440899	Elementary	
Seven Wonders of the ancient world (Lynn Curlee Wonders of the World)	Curlee	Lynn	979-83-687-6569-3	Elementary	
Shadow	Morpurgo	Michael	978-1-25003-996-5	Elementary	Yes
Shadow of the sun (DC Super Heroes: Flash)	Tulien	Sean	978-1-43423-088-1	Elementary	
Shakira (Torque: Music Superstars)	Birdoff	Ariel Factor	979-88-930450-3-1	Elementary	
Sharks : nature's perfect hunter (Science Comics)	Flood	Joe	978-1-62672-787-8	Elementary	
Ships (Military Machines (Apex))	Marlin	Charles	979-83-687-5806-0	Elementary	
Shock City punks	Alexovich	Aaron	978-0-593-52825-9	Elementary	
Shocking Sea Life (Nature's Worst Parents)	Wood	Alix	978-1-48247-778-8	Elementary	
Shohei Ohtani A Who Hq Illustrated Biography (Who HQ? Illustrated Biographies)	Loh	Stefanie	979-82-17-24743-1	Elementary	
Show and tell (Nadia & Nadir)	Ali	Marzieh A	979-83-8492-104-2	Elementary	
Simply Winnie	Harlow	Winnie	978-0-593-75360-6	Elementary	
Sing the 50 United States! (Classic Seuss)	Brannon	Tom	979-82-17-22856-0	Elementary	
Singapore (Blastoff! Discovery: Country Profiles)	Rodriguez Mata	Nicole E	978-1-64487-749-4	Elementary	
Singapore (Southeast Asia)	Perritano	John	979-83-18-91985-5	Elementary	
Sings-a-Lotl takes the stage (Axolotls!)	Estes	C. W.	9798875238703	Elementary	
Sir Pete the brave (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-507-7	Elementary	
Sleepover sneak attack (Adventures of the Powerpuff Girls)	Valdez	Kiara	979-88-7527-315-5	Elementary	
Slovenia (Blastoff! Discovery: Country Profiles)	Golkar	Golriz	979-88-86871-48-7	Elementary	
Smile	Telgemeier	Raina	9780780486386	Elementary	Yes
Snickerdoodle (Snickerdoodle)	Kann	Victoria	978-0-316-58391-6	Elementary	

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Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
So cute! Penguins (So Cool! So Cute!)	Boyer	Crispin	978-1-42633-742-0	Elementary	
Soccer (Sports Zines)	Burns	Jason M	979-88-991311-1-0	Elementary	
Sofie and the Great Journey --an Ellis Island Survival Story (Girls Survive)	Falligant	Erin	979-88-7528-332-1	Elementary	
Somalia (Blastoff! Discovery: Country Profiles)	Golkar	Golriz	978-1-64487-614-5	Elementary	
Sometimes I'm Stinkeroo	Vail	Rachel	9781546138655	Elementary	
Song of the yellow dragon	Low	Ying Ping	979-82-17-00508-6	Elementary	
Sonia Sotomayor (Hispanic Star En Espanol)	Romo Edelman	Claudia	978-1-51608-232-2	Elementary	
Sonia Sotomayor (Hispanic Star)	Romo Edelman	Claudia	979-83-687-0111-0	Elementary	
Sonic the Hedgehog Best of Amy	Flynn	Ian	979-83-18-97196-9	Elementary	
South Africa (Countries Around the World)	Ryan	Patrick	978-1-503-87601-9	Elementary	
South America (Continents of the World (Redback Publishing)	Lesley	John	978-1-922322-51-7	Elementary	
South America (X-treme Facts: Continents)	Abramson	Marcia	979-83-687-0353-4	Elementary	
South American Animals (Early Animal Encyclopedias)	Doty	Abby	979-83-8497-006-4	Elementary	
Space (Magic Tree House Fact Tracker Graphic Novel)	Nakamura	Mei	9780593705896	Elementary	
Spain (Blastoff! Readers Level 2: Countries of the World)	Anderson	Shannon	979-88-86874-32-7	Elementary	
Spain (Exploring World Cultures)	Lake	Theia	979-83-687-3204-6	Elementary	
Spain (World Cup Champions)	Cowan	Greg	978-1-77456-913-9	Elementary	
Spend it! (Moneybunny)	McLeod	Cinders	978-1-66881-214-3	Elementary	
Spiders (North American Field Guides)	Bell	Samantha	978-1-09829-895-1	Elementary	
Spidey and his amazing friends. Dino-Rama (World of Reading Level 1)	Behling	Steve	979-83-687-3189-6	Elementary	
Spidey and his amazing friends. Halted holidays (World of Reading Level 1)	Behling	Steve	979-83-687-3190-2	Elementary	
Sports Illustrated : leader in sports media (Big Sports Brands)	Radley	Gail	978-1-09829-070-2	Elementary	
Spy Camp	Gibbs	Stuart	9781484424223	Elementary	Yes
Spy grandma	Frenn	Celina	978-1-66595-964-3	Elementary	
Spy School (Spy School)	Gibbs	Stuart	9781484498699	Elementary	Yes
Spy school goes south (Spy School, Book 6)	Gibbs	Stuart	978-1-72545-033-2	Elementary	Yes
Spy School secret service (Spy School, Book 5)	Gibbs	Stuart	978-1-54908-462-1	Elementary	Yes
Spy Ski School (Spy School)	Gibbs	Stuart	9781536423983	Elementary	Yes
Squirrel Lock Holmes. 2,Mystery at the corn-y maze (Squirrel Lock Holmes, Book 2)	Belote	Ashley	978-0-593-89786-7	Elementary	
Star Light, Star Bright	Parker-Rees	Guy	978-1-25048-220-4	Elementary	
Star-nosed moles and other extreme mammal adaptations (Fact Finders: Extreme Adaptations)	Rake	Jody Sullivan	978-1-49140-167-5	Elementary	
Starring Sophie	Quach	Ashley	9781546186045	Elementary	
Stella Diaz leaps to the future (Stella Diaz, Book 5)	Dominguez	Angela	979-83-687-2381-5	Elementary	
Stella Diaz Nunca se da por Vencida (Stella Diaz, Book 2)	Dominguez	Angela	979-83-18-94188-7	Elementary	

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Stella Diaz tiene algo que decir (Stella Diaz, Book 1)	Dominguez	Angela	979-83-18-90994-8	Elementary	
Stella Diaz to the rescue (Stella Diaz, Book 4)	Dominguez	Angela	979-83-687-2382-2	Elementary	
Stellaluna	Cannon	Janell	9781094259543	Elementary	Yes
Stellarlune (Keeper Of The Lost Cities, Book 9)	Messenger	Shannon	978-1-51607-454-9	Elementary	Yes
Stinetinglers 5 : 10 new stories from America's scare master (Stinetinglers, Book 5)	Stine	R. L.	978-1-25036-797-6	Elementary	
Stonefish (Deadliest Animals (Apex))	Golkar	Golriz	978-1-66886-499-9	Elementary	
Stunning stage tricks (Edge Books: Magic Manuals)	Barnhart	Norm	978-1-47650-135-2	Elementary	
Submarines (Military Machines (Apex))	Marlin	Charles	979-83-687-5815-2	Elementary	
Succulents (Kid's Guide to Growing...)	Mather	Charis	978-1-53456-993-5	Elementary	
Suki the Sea Dragon (Magical Rescue Vets)	Lockhart	Melody	978-1-645-19894-9	Elementary	
Super diaper baby : the invasion of the potty snatchers (Super Diaper Baby)	Pilkey	Dav	9781338687866	Elementary	
Super Rabbit Boy powers up! (Branches: Press Start!, Book 2)	Flintham	Thomas	978-1-33803-474-5	Elementary	
Super skilled dogs (Dogs (Hungry Tomato))	Griffin	Annabel	978-1-916598-06-5	Elementary	
Superdonuts. Dominar el mundo! (Donut Squad, Book 1)	Cameron	Neill	978-84-488-7296-0	Elementary	
Superdonuts. Vaya liada! (Donut Squad, Book 2)	Cameron	Neill	978-84-488-7298-4	Elementary	
Superfast motorcycle racing (Lerner Sports: Extreme Speed)	Slingerland	Janet	978-1-54157-721-3	Elementary	
SuperKitties. Vanishing valentines (World of Reading Level 1)	Auerbach	Annie	979-83-687-3192-6	Elementary	
Surprise pets (Royal School for Roblox Princesses, Book 1)	Avatar	Eliana	979-82-250-5032-0	Elementary	
Sylvia Rivera (Hispanic Star En Espanol)	Romo Edelman	Claudia	978-1-51605-869-3	Elementary	
Sylvia Rivera (Hispanic Star)	Romo Edelman	Claudia	979-83-687-0110-3	Elementary	
Taco time machine (Max Meow)	Gallagher	John	9780593479667	Elementary	
Tags-a-Lotl is it (Axolotls!)	Estes	C. W.	9798875238543	Elementary	
Taipan (Deadliest Animals (Apex))	Hamby	Rachel	978-1-66886-500-2	Elementary	
Taiwan (Blastoff! Discovery: Country Profiles)	Golkar	Golriz	979-88-86871-49-4	Elementary	
Tales of ancient Egypt (Tales Of)	Cook	Hugo D.	978-1-68449-380-7	Elementary	
Tanks (Military Machines (Apex))	Marlin	Charles	979-83-687-5817-6	Elementary	
Tanzania (Blastoff! Discovery: Country Profiles)	Golkar	Golriz	979-88-86871-50-0	Elementary	
Tea for two (Itty Bitty Princess Kitty, Book 9)	Mews	Melody	978-1-53448-721-5	Elementary	
Ten Fast Cars (Crazy-O-Meter)	Leatherland	Noah	979-8-89577-606-3	Elementary	
Tennis (Sports Zines)	Luke	Andrew	979-88-991311-2-7	Elementary	
The (not) Cuban valentines (Cami Campos)	Jennings	Terry Catasus	979-83-8492-192-9	Elementary	
The 39 clues. 1,The maze of bones (39 Clues, Book 1)	Young	Ethan	978-1-33880-337-2	Elementary	
The 39 clues. 3,The sword thief (39 Clues, Book 3)	Templer	Hannah	978-1-54611-105-4	Elementary	
The A to Z dad joke book : from alligator to zebra! (A to Z Joke Books)	Icuza	Vasco	9781684646210	Elementary	

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The A to Z dinosaur joke book : from Allosaurus to Zuniceratops! (A to Z Joke Books)	Icuza	Vasco	9781684645121	Elementary	
The A to Z food joke book : from almond to zucchini! (A to Z Joke Books)	Icuza	Vasco	9781684642090	Elementary	
The A to Z knock-knock joke book : from aardvark to zinc! (A to Z Joke Books)	Icuza	Vasco	9781684642106	Elementary	
The A to Z space joke book : from aliens to zero gravity! (A to Z Joke Books)	Icuza	Vasco	9781684645206	Elementary	
The A to Z sports joke book : from archery to zip-lining! (A to Z Joke Books)	Icuza	Vasco	9781610679992	Elementary	
The airplane (Famous Inventions)	Sinclair	Julie L.	979-88-7530-624-2	Elementary	
The Apache (Blastoff! Discovery: Native American Nations)	Marcks	Betty	979-88-930453-8-3	Elementary	
The Armoured Goretusk (Leo's Map of Monsters)	Humphrey	Kris	9781684644896	Elementary	
The Art of How Dogs Sleep	Kim	Alison	978-0-316-58028-1	Elementary	
The attack of Professor Zoom! (DC Super Heroes: Flash)	Manning	Matthew K	978-1-43423-091-1	Elementary	
The automobile (Famous Inventions)	Sinclair	Julie L	979-88-7530-618-1	Elementary	
The Bad Guys (Bad Guys, Book 1)	Blabley	Aaron	978138208511	Elementary	Yes
The Bad Guys in cut to the chase (Bad Guys, Book 13)	Blabley	Aaron	9781338791167	Elementary	Yes
The Bad Guys in superbad (Bad Guys, Book 8)	Blabley	Aaron	9781338589962	Elementary	Yes
The Bad Guys in the big bad wolf (Bad Guys, Book 9)	Blabley	Aaron	9781338583861	Elementary	Yes
The Bad Guys in the furball strikes back (Bad Guys, Book 3)	Blabley	Aaron	9781338208542	Elementary	Yes
The Bad Guys in The One?!	Blabley	Aaron	9781338791174	Elementary	Yes
The bear family (Eureka! Animal Albums)	Golkar	Golriz	979-88-988012-9-8	Elementary	
The Beast of Grubbers Nubbin (Stitch Head)	Bass	Guy	978-1-664-34079-4	Elementary	
The bicycle (Famous Inventions)	Hills	Larry	979-88-7530-630-3	Elementary	
The big book of useless history knowledge : 250 of the coolest, weirdest, and most unbelievable history facts you won't be taught in school	Arnold	Katie	978-1-68449-585-6	Elementary	
The bird family (Eureka! Animal Albums)	Monroe	Alex	979-88-930485-4-4	Elementary	
The Birds in the Boat	Weber	Audrey Helen	978-1-324-08390-0	Elementary	
The birth of the moon (Alternator Books: The Moon Files)	Adelman	Beth	979-87-6562-562-0	Elementary	
The Book Hog	Pizzoli	Greg	9781668605127	Elementary	Yes
The Book with No Pictures	Novak	B. J.	9781987163391	Elementary	Yes
The Broken City (Renegades (HarperCollins), Book 2)	Hunter	Erin	978-0-06-344958-9	Elementary	
The building of the Panama Canal (Engineering that Made America)	Havemeyer	Janie	978-1-50387-953-9	Elementary	
The business of being a toy influencer (Capstone Captivate: Influencers and Economics)	Scirri	Kaitlin	978-1-49669-572-7	Elementary	
The camera (Famous Inventions)	Hills	Larry	979-88-7530-625-9	Elementary	
The Carpathia rescues Titanic survivors (Graphic Library: Great Moments in History)	Storm	Ashley	979-88-7524-013-3	Elementary	
The Casagrandes. #10,"D-I-Why?!" (Casagrandes, Book 10)	Mauleon	Daniel	978-1-54582-716-1	Elementary	

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The Casagrandes. #3,Brand stinkin' new. (Casagrandes, Book 3)	Mauleon	Daniel	978-1-54580-910-5	Elementary	
The Casagrandes. #4,"Friends and family." (Casagrandes, Book 4)	Mauleon	Daniel	978-1-54580-964-8	Elementary	
The Casagrandes. #6,"Familia feud." (Casagrandes, Book 6)	Mauleon	Daniel	978-1-54581-139-9	Elementary	
The Casagrandes. #7,"Sweet skates." (Casagrandes, Book 7)	Mauleon	Daniel	978-1-54581-901-2	Elementary	
The Casagrandes. #8,"Selfie espectacular!" (Casagrandes, Book 8)	Mauleon	Daniel	979-83-687-8247-8	Elementary	
The Casagrandes. #9,"Peppers primavera!" (Casagrandes, Book 9)	Mauleon	Daniel	978-1-54582-350-7	Elementary	
The challenges of AI (Exploring Artificial Intelligence)	Idzikowski	Lisa	979-87-6564-789-9	Elementary	
The Cherokee (Blastoff! Discovery: Native American Nations)	Marcks	Betty	979-88-86874-41-9	Elementary	
The chime seekers	Montgomery	Ross	978-1-53625-477-8	Elementary	
The Colossus of Roads	Uss	Christina	978-0-8234-4450-2	Elementary	
The Crayons' book of manners (My First Crayons)	Daywalt	Drew	978-0-593-69490-9	Elementary	
The Dallas Cowboys (Team Spirit: Football)	Stewart	Mark	979-83-687-2839-1	Elementary	
The dark and other scary stories	Brallier	Max	979-82-250-4962-1	Elementary	
The Day of the Dead mystery (Boxcar Children Mysteries, Book 149)	Warner	Gertrude Chandler	979-83-687-8048-1	Elementary	
The Day the Crayons Came Home	Daywalt	Drew	9781669666141	Elementary	Yes
The Day the Mac 'n' Cheese Ran Out (Terrible Trio 2)	Haddow	Swapna	978-1-546-18302-0	Elementary	
The Dia de Los Muertos cookbook : recipes and activities for kids and families to celebrate (Holiday Celebration (Epic Ink))	Jauregui De La Torre	Andrea	978-1-57715-829-5	Elementary	
The Dog with a Hat (El Perro con Sombrero)	Kent	Derek Taylor	9781662291265	Elementary	
The doll in the hall and other scary stories (Mister Shivers, Book 3)	Brallier	Max	978-1-71373-483-3	Elementary	Yes
The Dominican Republic (Blastoff! Readers Level 2: Countries of the World)	Barnes	Rachael	979-88-86871-28-9	Elementary	
The drawing encyclopedia (Hobby Encyclopedias)	Rebman	Nick	979-83-8497-008-8	Elementary	
The dynamic DC origin story : the evolution of Batman, Superman, Wonder Woman, and the DC Universe	Harper	Benjamin	979-88-7524-695-1	Elementary	
The Easter bunny race (Cami Campos)	Jennings	Terry Catasus	979-83-8492-190-5	Elementary	
The elements (DK Eyewitness)	Dingle	Adrian	978-0-7440-7983-8	Elementary	
The extradimensional reappearance of Mars Patel (Mars Patel, Book 3)	Chari	Sheela	978-1-53620-958-7	Elementary	
The firehouse light	Nolan	Janet	978-1-58246-298-1	Elementary	
The Flash. Green Arrow's perfect shot (Flash: Crossover Crisis, Book 1)	Lyga	Barry	978-1-71370-836-0	Elementary	
The Forgotten Creation (Stitch Head)	Bass	Guy	978-1-664-34062-6	Elementary	
The frightmare (Leo's Map of Monsters)	Humphrey	Kris	9781684644919	Elementary	
The future of AI (Exploring Artificial Intelligence)	Idzikowski	Lisa	979-87-6564-790-5	Elementary	
The gardening encyclopedia (Hobby Encyclopedias)	Sonneborn	Liz	979-83-8497-009-5	Elementary	
The Ghost of Grotteskew (Stitch Head)	Bass	Guy	978-1-664-34068-8	Elementary	
The ghost who saved Halloween (Who Saved the Holidays)	Anyong	Jen	978-0-06-347800-8	Elementary	
The ghostly tales of Oklahoma's haunted route 66 (Spooky America)	McCoy	Tanya	978-1-46719-798-4	Elementary	

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Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
The Gingerbread Man - Board Book	Campbell	Books	978-1-03508-327-5	Elementary	
The girl who cried monster (Classic Goosebumps, Book 39)	Stine	R. L.	979-83-687-4931-0	Elementary	
The girl who loved monsters (Devilfish Bay, Book 1)	Fitzpatrick	Insha	978-0-593-69091-8	Elementary	
The Great Birthday Surprise! (Hairiette of Harlem)	Wright	Tanya	978-1-464-24387-5	Elementary	
The greatest bedtime story ever	Sima	Jessie	978-1-66597-452-3	Elementary	
The Green Bay Packers (Team Spirit: Football)	Stewart	Mark	979-83-687-2840-7	Elementary	
The green scheme (Adventures of the Powerpuff Girls)	Valdez	Kiara	979-88-7527-331-5	Elementary	
The Halloween cookbook (Hi Jinx: Holiday Recipe Box)	Caswell	Mary Lou	978-1-62310-310-1	Elementary	
The Heroes of Olympus, Book Five The Blood of Olympus Graphic Novel (Heroes of Olympus, Book 5)	Riordan	Rick	978-1-36809-267-8	Elementary	
The illustrated encyclopedia of ocean life : a visual voyage through an underwater world (Arcturus Illustrated Reference Library)	Martin	Claudia	978-1-39885-724-7	Elementary	
The interplanetary expedition of Mars Patel (Mars Patel, Book 2)	Chari	Sheela	978-1-66884-351-2	Elementary	
The invisibles	Kowitt	Holly	978-1-25009-138-3	Elementary	
The Itsy Bitsy Spider	Flowerpot	Press	978-1-48673-019-3	Elementary	
The keyboard encyclopedia (Musical Instrument Encyclopedias)	Rossiter	Brienna	979-83-8497-014-9	Elementary	
The kitty-catwalk (Itty Bitty Princess Kitty, Book 14)	Mews	Melody	978-1-66595-331-3	Elementary	
The labyrinth of doom (Once Upon a Tim, Book 2)	Gibbs	Stuart	979-83-687-2412-6	Elementary	Yes
The last kids on Earth survival guide	Brallier	Max	978-1-984835-40-6	Elementary	
The Letter Aa (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966260-4-6	Elementary	
The Letter Bb (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966260-7-7	Elementary	
The Letter Cc (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966261-0-7	Elementary	
The Letter Dd (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966261-3-8	Elementary	
The Letter Ee (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966261-6-9	Elementary	
The Letter Ff (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966261-9-0	Elementary	
The Letter Gg (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966262-2-0	Elementary	
The Letter Hh (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966262-5-1	Elementary	
The Letter Ii (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966262-8-2	Elementary	
The Letter Jj (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966263-1-2	Elementary	
The Letter Kk (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966263-4-3	Elementary	
The Letter Ll (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966263-7-4	Elementary	
The Letter Mm (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966264-0-4	Elementary	
The Letter Nn (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966264-3-5	Elementary	
The Letter Oo (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966264-6-6	Elementary	
The Letter Pp (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966264-9-7	Elementary	
The Letter Qq (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966265-2-7	Elementary	

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The Letter Rr (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966265-5-8	Elementary	
The Letter SS (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966265-8-9	Elementary	
The Letter Tt (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966266-1-9	Elementary	
The Letter Uu (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966266-4-0	Elementary	
The Letter Vv (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966266-7-1	Elementary	
The Letter Ww (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966267-0-1	Elementary	
The Letter Xx (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966267-3-2	Elementary	
The Letter Yy (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966267-6-3	Elementary	
The Letter Zz (Decodables by Jump! My First Letters)	Harvey	Norrie	979-88-966267-9-4	Elementary	
The light bulb (Famous Inventions)	Nobleman	Marc Tyler	979-88-7530-626-6	Elementary	
The lip-sync scandal (Cyber Sleuths)	Deen	Natasha	978-1-66907-521-9	Elementary	
The lords of night (Shadow Bruja, Book 1)	Cervantes	J. C.	979-83-687-5969-2	Elementary	
The Los Angeles Rams (Team Spirit: Football)	Stewart	Mark	979-83-687-9763-2	Elementary	
The Lost Compass Clue (Codebreakers (Norton), Book 2)	Ott	Alexandra	978-1-32408-357-3	Elementary	
The Lost Three (Ghost Guild, Book 1)	Barrows	Annie	978-0-316-59390-8	Elementary	
The Magician's Hat	Mitchell	Malcolm	9781664998186	Elementary	Yes
The makeup cover-up (Tween Era)	Deen	Natasha	979-88-7524-675-3	Elementary	
The Matilda Effect : How 25 Women Were Erased from History	Carmichael	L. E.	978-1-52531-134-5	Elementary	
The messengers (Greystone Secrets, Book 3)	Haddix	Margaret Peterson	978-0-06-283844-5	Elementary	
The monster of Misty Bay. 1,The storm of Fisherman's Harbor (Kaboom! Graphic Novels: Monsters of Misty Bay)	Tyler	Madeline	979-88-991326-0-5	Elementary	
The monster of Misty Bay. 2,The pirates of Shipwreck Cove (Kaboom! Graphic Novels: Monsters of Misty Bay)	Tyler	Madeline	979-88-991326-1-2	Elementary	
The monster of Misty Bay. 3,The secrets of the lighthouse (Kaboom! Graphic Novels: Monsters of Misty Bay)	Tyler	Madeline	979-88-991326-2-9	Elementary	
The monster of Misty Bay. 4,The race of the runaway river (Kaboom! Graphic Novels: Monsters of Misty Bay)	Tyler	Madeline	979-88-991326-3-6	Elementary	
The Moon (Blastoff! Beginners: A Look at Space)	Sabelko	Rebecca	979-88-988027-6-9	Elementary	
The moon's impact on our Earth (Alternator Books: The Moon Files)	Adelman	Beth	979-87-6562-560-6	Elementary	
The Moonlit Spiral	Maihack	Mike	978-1-53622-448-1	Elementary	
The Mosquito Burrito: A Hilarious, Rhyming Children's Book	Dragon	Didi	979-8988487609	Elementary	
The Muscogee (Blastoff! Discovery: Native American Nations)	Marcks	Betty	979-88-930400-7-4	Elementary	
The mystery of death : what we know and don't know	Romero Marino	Soledad	978-1-45984-367-7	Elementary	
The Mystery of the Lost Cape (Terrible Trio 3)	Haddow	Swapna	978-1-546-18306-8	Elementary	
The Navajo (Blastoff! Discovery: Native American Nations)	Marcks	Betty	979-88-86874-43-3	Elementary	
The New England Patriots (Team Spirit: Football)	Stewart	Mark	979-83-687-9764-9	Elementary	
The Nhia normal. A talent show of nerves (Nhia Normal)	Yang	Sheelue	978-1-66906-027-7	Elementary	

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The Nhia normal. Losing it in translation (Nhia Normal)	Yang	Sheelue	978-1-66906-025-3	Elementary	
The Nhia normal. School of negative thought (Nhia Normal)	Yang	Sheelue	978-1-66906-024-6	Elementary	
The Nhia normal. What-a-bummer camp (Nhia Normal)	Yang	Sheelue	978-1-66906-026-0	Elementary	
The nighttime noise (Carlos & Carmen)	McDonald	Kirsten	978-1-62402-139-8	Elementary	
The ocean's heart : the tiny creatures essential to life	Hoffmann	Jilanne	979-87-6564-346-4	Elementary	
The official Harry Potter baking book : 40+ recipes inspired by the films	Farrow	Joanna	978-1-33828-526-0	Elementary	
The one and only Sparkella makes a plan (Sparkella)	Tatum	Channing	978-1-25075-076-1	Elementary	
The origami encyclopedia (Hobby Encyclopedias)	Richmond	Marley	979-83-8497-011-8	Elementary	
The pet show problem (Carlos & Carmen)	McDonald	Kirsten	978-1-62402-184-8	Elementary	
The Philadelphia Eagles (Team Spirit: Football)	Stewart	Mark	979-83-687-2844-5	Elementary	
The Pigeon WON'T Play with Shapes	Willems	Mo	978-1-454-96700-2	Elementary	
The Planets (Blastoff! Beginners: A Look at Space)	Sabelko	Rebecca	979-88-988027-7-6	Elementary	
The Pokemon encyclopedia (Video Game Encyclopedias)	Ringstad	Arnold	978-1-09829-764-0	Elementary	
The posaditas (Cami Campos)	Jennings	Terry Catasus	979-83-8492-193-6	Elementary	
The Pout-Pout Fish	Diesen	Deborah	9781094291420	Elementary	Yes
The Powerful We	DiTerlizzi	Angela	9780316601160	Elementary	
The Proudest Blue: a story of hijab and family	Muhammad	Ibtihaj	9781549134746	Elementary	Yes
The radio (Famous Inventions)	Worland	Gayle	979-88-7530-627-3	Elementary	
The recipe-a-day kids cookbook (Food Network Magazine Kids Cookbooks)	Food	Network	978-1-950785-91-9	Elementary	
The San Francisco 49ers (Team Spirit: Football)	Stewart	Mark	979-83-687-2845-2	Elementary	
The sasquatch suspect (Cyber Sleuths)	Troupe	Thomas Kingsley	978-1-66907-522-6	Elementary	
The Secret of the Fang (Meesh the Bad Demon)	Lam	Michelle	978-0-593-37290-6	Elementary	
The secrets of the deep oceans (Read and Explore!)	Corrigan	Eamonn	978-1-50387-795-5	Elementary	
The Seminole (Blastoff! Discovery: Native American Nations)	Marcks	Betty	979-88-930453-9-0	Elementary	
The Seneca (Blastoff! Discovery: Native American Nations)	Marcks	Betty	979-88-930454-0-6	Elementary	
The sham city of Atlantis (Cyber Sleuths)	Troupe	Thomas Kingsley	978-1-66907-523-3	Elementary	
The shamrock shake-up (Cami Campos)	Jennings	Terry Catasus	979-83-8492-194-3	Elementary	
The Shoshone (Blastoff! Discovery: Native American Nations)	Marcks	Betty	979-88-930454-1-3	Elementary	
The shrieking serpent (Leo's Map of Monsters)	Humphrey	Kris	9781684644926	Elementary	
The spitfang lizard (Leo's Map of Monsters)	Humphrey	Kris	9781684644902	Elementary	
The Stars (Blastoff! Beginners: A Look at Space)	Sabelko	Rebecca	979-88-988027-8-3	Elementary	
The Sun (Blastoff! Beginners: A Look at Space)	Sabelko	Rebecca	979-88-988027-9-0	Elementary	
The Super Berries Scam (Cyber Sleuths)	Deen	Natasha	978-1-66907-520-2	Elementary	
The super roomies. Lake of slime (Super Roomies)	Lerner	Jarrett	978-1-66598-296-2	Elementary	
The sweet shop (Itty Bitty Princess Kitty, Book 13)	Mew	Melody	978-1-66595-328-3	Elementary	
The Swifts : a gallery of rogues	Lincoln	Beth	978-0-593-53326-0	Elementary	

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The Tampa Bay Buccaneers (Team Spirit: Football)	Stewart	Mark	979-83-687-9767-0	Elementary	
The telephone (Famous Inventions)	Nobleman	Marc Tyler	979-88-7530-628-0	Elementary	
The television (Famous Inventions)	Nobleman	Marc Tyler	979-88-7530-629-7	Elementary	
The Thanksgiving squabble (Cami Campos)	Jennings	Terry Catasus	979-83-8492-195-0	Elementary	
The three little superpigs and the great Easter egg hunt (Three Little Superpigs)	Evans	Claire	978-1-33887-584-3	Elementary	
The Truth About Dragons	Zollars	Jaime	9781549193286	Elementary	
The Ultimate Guide to Among Us How to Be the Cleverest Crewmate... Or the Deadliest Impostor!	Pettman	Kevin	9781839352744	Elementary	Yes
The very eager evergreen	Wade	Stef	978-1-68436-394-0	Elementary	
The Very Hungry Caterpillar's Storybook Collection	Carle	Eric	9780593889770	Elementary	
The Very Impatient Caterpillar	Burach	Ross	9781664998155	Elementary	Yes
The Visit	Figueras	Nuria	978-0-8028-5655-5	Elementary	
The voice of the snow!	Onari	Yuko	978-1-63655-203-3	Elementary	
The Water Planet (AstroNuts, Book 2)	Scieszka	Jon	978-1-62310-982-0	Elementary	
The Wheels on the Bus	Colby	Rebecca	979-82-250-9727-1	Elementary	
The wild world handbook : how adventurers, artists, scientists--and you--can protect earth's habitats	Debbink	Andrea	978-1-68369-246-1	Elementary	
The world's fastest motorcycles (Edge Books: World Record Breakers)	Norris	Ashley P. Watson	978-1-49148-178-3	Elementary	
The worst tsunamis of all time (Edge Books: Epic Disasters)	Dougherty	Terri	978-1-42968-416-3	Elementary	
There Was an Old Astronaut Who Swallowed the Moon	Colandro	Lucille	9781664998124	Elementary	Yes
There was an old lady who built a snowman!	Colandro	Lucille	978-1-33888-297-1	Elementary	
There's no such thing as vegetables	Lukoff	Kyle	978-1-25086-784-1	Elementary	
There's no such thing as... mermaids (There's No Such Thing As...)	Rowland	Lucy	978-1-33903-818-6	Elementary	
There's something odd about the babysitter	Crain	Elayne	978-1-25034-514-1	Elementary	
Tiny invaders! : deadly microorganisms (Edge Books: Nature's Invaders)	Markovics	Joyce L	978-1-47650-142-0	Elementary	
Too cool for school (Pete the Cat : Leveled Readers)	Dean	Kim	978-1-09825-508-4	Elementary	
Topaz (Scientific American Investigates Gems)	Gottlieb	Beth	978-1-53831-388-6	Elementary	
Toyota GR Supra (Epic. Cool Cars)	Duling	Kaitlyn	9798893042917	Elementary	
Transylvania County	Howard	Jenny	978-1-25091-022-6	Elementary	
Travel to Colombia (Searchlight Books: World Traveler)	Layton	Christine	978-1-72849-160-8	Elementary	
Treasure Island	Novy	Emanuel	9781662254475	Elementary	
Trick or cheat? (Alien Next Door, Book 4)	Newton	A. I.	978-1-54907-179-9	Elementary	Yes
Trivia to test your wits (LOL Brain Busters)	Wacholtz	Anthony	9798875240973	Elementary	
Trolls (Abdo Kids Jumbo: World of Mythical Beings)	Hansen	Grace	978-1-09826-190-0	Elementary	
Trombone Shorty	Andrews	Troy	9798822674530	Elementary	Yes
Trouble at the Hair Salon (Hairiette of Harlem)	Wright	Tanya	978-1-464-25311-9	Elementary	

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Tu pasaporte a Mexico (World Passport)	Gomez R	Isela Xitlali	979-88-7523-593-1	Elementary	
Turkey (Blastoff! Discovery: Country Profiles)	Golkar	Golriz	978-1-64487-452-3	Elementary	
Turquoise (Scientific American Investigates Gems)	Fortescue	Madeleine	978-1-53831-433-3	Elementary	
Turtles (North American Field Guides)	Wheeler	Jill C	979-83-8497-022-4	Elementary	
Ukraine (Blastoff! Readers Level 2: Countries of the World)	Davies	Monika	979-88-86874-35-8	Elementary	
Ultimate birthday cake bash (Adventures of the Powerpuff Girls)	Valdez	Kiara	979-88-7527-323-0	Elementary	
Un deseo a una Estrella : un diario de 2022 a 2023 (Smithsonian: Our Voices)	Ramos	Vanessa	979-88-7526-003-2	Elementary	
Un plato de esperanza : la inspiradora historia del Chef Jose Andres y World Central Kitchen	Frankel	Erin	978-0-593-71134-7	Elementary	
Understanding programming & logic (Understanding Computing)	Anniss	Matt	978-1-48460-901-9	Elementary	
Unfunny bunny	Thompson	Kenan	978-1-25036-481-4	Elementary	
Unicorn universe (Super Sandcastle: DIY Enchanted Workshop)	Anderberg	Juliette	978-1-09829-956-9	Elementary	
United Arab Emirates (Blastoff! Discovery: Country Profiles)	Klepeis	Alicia	979-88-86871-51-7	Elementary	
Unsolved historical mysteries (Edge Books: Unsolved Mystery Files)	Lassieur	Allison	978-1-49144-264-7	Elementary	
Upcycle cast-off clothing (Eco Crafts)	Morin	Marcy	978-1-49669-591-8	Elementary	
Upcycled plastic projects (Eco Crafts)	Morin	Marcy	978-1-49669-593-2	Elementary	
Uranus (Planets (Capstone))	Adamson	Thomas K	979-88-7530-574-0	Elementary	
US Space Force (US Military)	Marlin	Charles	979-83-18-91585-7	Elementary	
Venezuela (Exploring World Cultures)	Gould	Sloane	979-83-18-93772-9	Elementary	
Venus (Planets (Capstone))	Adamson	Thomas K	979-88-7530-568-9	Elementary	
Viaje submarino (Choose Your Own Adventure, Book 1)	Montgomery	R. A	978-1-66883-373-5	Elementary	
Vietnam (Contries Around the World)	Merrick	Patrick	978-1-503-87833-4	Elementary	
Vietnamese heritage (21st Century Junior Library: Celebrating Diversity In My Classroom)	Orr	Tamra	978-1-54904-449-6	Elementary	
Water day	Engle	Margarita	978-1-66591-871-8	Elementary	
Waterfowl (North American Field Guides)	Hand	Carol	978-1-09829-896-8	Elementary	
We are one	Azua Kramer	Jackie	978-1-54201-694-0	Elementary	
We can draw horses (We Can Draw)	Jeffries	Corina	978-1-66884-765-7	Elementary	
We're All Wonders	Palacio	R. J.	9781987164169	Elementary	Yes
What a Small Cat Needs	Shaloshvili	Natalia	978-1-592-70477-4	Elementary	
What do we know about the lost colony of Roanoke? (What Do We Know About--?)	Berne	Emma Carlson	9780593752098	Elementary	
What I like about you! : a book celebrating friendship	James	Marilynn	978-0-7944-5076-2	Elementary	
What is Buddhism? (Discover More: World Religions)	Brazzos	Ernest	979-83-687-9789-2	Elementary	
What is Hinduism? (Discover More: World Religions)	Brazzos	Ernest	979-83-687-9791-5	Elementary	
What is Islam? (Discover More: World Religions)	Morris	Dwight	979-83-687-9792-2	Elementary	

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What is Judaism? (Discover More: World Religions)	Brazzos	Ernest	979-83-687-9793-9	Elementary	
What the Dinosaurs Did At School	Tuma	Refe	9781549127748	Elementary	
What the Dinosaurs Did Last Night	Tuma	Refe	9781549127465	Elementary	
What was built to be a ship of dreams? : the Titanic (Who HQ Graphic Novel)	Nahil	Emmett	9780593661109	Elementary	
What will we find in this box? (Snake & Bat)	Willems	Mo	978-1-45496-678-4	Elementary	
What's cooking? (Ready-To-Read: Level 2-Kids Around the World)	Michaels	Patty	979-83-687-5626-4	Elementary	
When pancakes go bad (really bad!) (Max Meow)	Gallagher	John	9780593712276	Elementary	
Where I grew	Awan	Jashar	978-1-32401-661-8	Elementary	
Who is Carol Burnett? (Who Was-- ?)	Stabler	David	9780593886571	Elementary	
Who is Harry Styles? (Who HQ Now)	Anderson	Kirsten	978-1-51607-049-7	Elementary	
Who is John Cena? (Who Was-- ?)	Van Cleave	Ryan G	9798217144112	Elementary	
Who Is Misty Copeland? (Who Was...?)	Hubbard	Crystal	979-83-18-97892-0	Elementary	
Who is Rita Moreno? (Who Was...?)	Taboas Zayas	G. M.	978-0-593-89105-6	Elementary	
Who was Cleopatra? (Who Was-- ?)	Waterfield	Kathryn	9780593750308	Elementary	
Who Was Dolly Parton? (Who Was...?)	Kelley	True	979-82-17-47418-9	Elementary	
Whodonut? : a holiday mystery (Lady Pancake & Sir French Toast, Book 7)	Funk	Josh	978-1-45494-365-5	Elementary	
Whoosh!	Barton	Chris	9781094259604	Elementary	Yes
Wild Robot Escapes	Brown	Peter	9781536462234	Elementary	Yes
Wildlife watching : spotting animals on outdoor adventures (Outdoor Adventure Guides)	Bean	Raymond	978-1-54359-035-7	Elementary	
Wishing on a star with Estrella : a diary from 2022 to 2023 (Smithsonian: Our Voices)	Ramos	Vanessa	978-1-66901-279-5	Elementary	
Witches and wizards : explore the world of magic, witchcraft, and sorcery (Myth Busters)	Puca	Angela	978-1-68449-599-3	Elementary	
Witches of Pepperwood Bay 1 (Witches of Pepperwood Bay)	Wiley	Lisa Manuzak	978-1-545-82055-1	Elementary	
Wizard wonders (Super Sandcastle: DIY Enchanted Workshop)	Anderberg	Juliette	978-1-09829-957-6	Elementary	
Wolfie the Bunny	Dyckman	Ame	9781549127120	Elementary	Yes
Women's World Cup close-up (World Cup Soccer)	Waldendorf	Kurt	979-88-7526-965-3	Elementary	
Wonderful Working Dogs (Dogs (Hungry Tomato))	Griffin	Annabel	978-1-916598-05-8	Elementary	
World Cup close-up : men's soccer on the biggest stage (World Cup Soccer)	Waldendorf	Kurt	979-88-7526-989-9	Elementary	
World Cup heroes (World Cup Soccer)	Waldendorf	Kurt	979-88-7526-973-8	Elementary	
Worst in show	Gardner	P. J.	978-0-06-313476-8	Elementary	
Would you rather get a hat trick or stop a penalty shot? : questions about pro soccer (Sports Illustrated Kids: Would You Rather?-Brain Candy Books)	Chandler	Matt	979-88-7525-702-5	Elementary	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Would you rather snag the most steals or block the most shots? : questions about pro basketball (Sports Illustrated Kids: Would You Rather?-Brain Candy Books)	Chandler	Matt	979-88-7525-726-1	Elementary	
Wrestling Mania (Pizza and Taco)	Shaskan	Stephen	9780593703472	Elementary	Yes
Wump	DiTerlizzi	Tony	979-82-17-00491-1	Elementary	
Xolo, un perro divino	Higuera	Donna Barba	979-83-18-96416-9	Elementary	
Yetis (Abdo Kids Jumbo: World of Mythical Beings)	Hansen	Grace	978-1-09826-861-9	Elementary	
You are a diamond : a book for the littlest Dolly Parton fans (Littlest Fans)	Bryant	Staci	978-1-25038-636-6	Elementary	
You can change the world : inspritation for future heroes (Ordinary People Change The World)	Meltzer	Brad	978-0-593-70046-4	Elementary	
You Will Be My Friend!	Brown	Peter	9781549127601	Elementary	Yes
You're hired : business basics every babysitter needs to know (Snap Books: Babysitter's Backpack)	Rissman	Rebecca	978-1-49140-766-0	Elementary	
Your passport to Chile (World Passport)	Golkar	Golriz	978-1-66908-720-5	Elementary	
Your passport to Cuba (World Passport)	Manning	Ruth	978-1-66905-841-0	Elementary	
Your turn Marisol Rainey (Maybe Marisol, Book 4)	Kelly	Erin Entrada	9780063337213	Elementary	
Zeus vs. Ra : cosmic clash of the gods (Mythology Matchups)	Lukidis	Lydia	978-1-66634-384-7	Elementary	
Zona de tuberias : el futuro de los videojuegos (Games and Electronic Sports)	Duling	Kaitlyn	979-83-687-7278-3	Elementary	

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Books to be purchased by Intermediate and above - 395 Titles

100 things to know about history (100 Things to Know About...)	Cowan	Laura	978-1-83540-684-7	Intermediate	
100 women who shaped world history (100 Series)	Rolka	Gail Meyer	978-1-51605-049-9	Intermediate	
1000 curiosidades increibles (DK 1,000 Amazing Facts)	DK	Penguin	979-83-687-6380-4	Intermediate	
12 Animales Espeluznantes Con Habilidades Extraas (Chilling Tales)	Storm	Marysa	978-1-64582-873-0	Intermediate	
12 carreras que crean animacion (Creative Careers)	Hatalla	Meghan	978-1-64582-864-8	Intermediate	
12 carreras que crean arte y diseno (Creative Careers)	Ventura	Marne	978-1-64582-865-5	Intermediate	
12 carreras que crean cine y television (Creative Careers)	Hatalla	Meghan	978-1-64582-866-2	Intermediate	
12 carreras que crean efectos visuales (Creative Careers	Hatalla	Meghan	978-1-64582-869-3	Intermediate	
12 Carreras Que Crean Mlsica (Creative Careers)	Ventura	Marne	978-1-64582-901-0	Intermediate	
12 carreras que crean videojuegos (Creative Careers)	Hatalla	Meghan	978-1-64582-868-6	Intermediate	
12 cuentos aterradores de famosos fantasmas (Chilling Tales)	Storm	Marysa	978-1-64582-872-3	Intermediate	
12 cuentos emocionantes de misterios antiguos (Chilling Tales)	Storm	Marysa	978-1-64582-877-8	Intermediate	
12 Cuentos Escalofriantes De Leyendas Urbanas (Chilling Tales)	Storm	Marysa	978-1-64582-904-1	Intermediate	
12 cuentos escalofriantes de lugares embrujados (Chilling Tales)	Storm	Marysa	978-1-64582-876-1	Intermediate	
12 Cuentos Escalofriantes De Monstruos Aterradores (Chilling Tales)	Storm	Marysa	978-1-64582-908-9	Intermediate	

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
12 Cuentos Sorprendentes De Encuentros Con Extraterrestres (Chilling Tales)	Storm	Marysa	978-1-64582-909-6	Intermediate	
12 historias misteriosas de enigmas sin resolver (Chilling Tales)	Storm	Marysa	978-1-64582-871-6	Intermediate	
25 women who dared to compete (Daring Women)	Stanborough	Rebecca	978-0-7565-6615-9	Intermediate	
25 women who defied limitations (Daring Women)	Berne	Emma Carlson	978-0-7565-6616-6	Intermediate	
4-H and FFA encyclopedia (Farming Encyclopedias)	Dinmont	Kerry	978-1-09829-433-5	Intermediate	
A daredevil's guide to swimming with sharks (Velocity: Daredevils' Guides)	Leavitt	Amie Jane	978-1-42969-985-3	Intermediate	
A Jamestown Colony time capsule : artifacts of the early American colony (Time Capsule History)	Freeburg	Jessica	978-1-54359-231-3	Intermediate	
A Pearl Harbor time capsule : artifacts of the surprise attack on the U.S. (Time Capsule History)	Fowler	Natalie	978-1-54359-232-0	Intermediate	
A Titanic time capsule : artifacts of the sunken ship (Time Capsule History)	Freeurg	Jessica	978-1-54359-233-7	Intermediate	
A U.S. Independence time capsule : artifacts of the nation's beginnings (Time Capsule History)	Fowler	Natalie	978-1-54359-230-6	Intermediate	
A wish with wings	Guillory	Sarah	978-1-25034-939-2	Intermediate	
Absent	Ogle	Rex	978-1-32412-489-4	Intermediate	196
Academia de prodigios	Clayton	Dhonielle	978-1-66888-871-1	Intermediate	
After the towers fell : America in the wake of 9/11	Doeden	Matt	979-87-6569-047-5	Intermediate	
Age of mammals : the Cenozoic Era (Ursa Books: Prehistoric Life)	Dixon	Dougal	979-88-957774-0-4	Intermediate	
Alarming afterlife : scary cemeteries and graveyards (Ursa Books: Where You Dare Not Go)	Allen	Judy	979-83-687-2227-6	Intermediate	
American Revolution (DK Eyewitness)	Murray	Stuart	978-0-7440-5226-8	Intermediate	
Amphibian (DK Eyewitness)	Clarke	Barry	979-82-17-13865-4	Intermediate	
An Ellis Island time capsule : artifacts of the history of immigration (Time Capsule History)	Hanel	Rachael	978-1-54359-229-0	Intermediate	
Ana la de Ingleside	Montgomery	L. M.	978-1-51608-795-2	Intermediate	
Ancient Greece (DK Eyewitness)	Pearson	Anne	978-0-7440-8152-7	Intermediate	
Anthony Edwards (Living in the Spotlight)	Silver	Erin	979-88-958132-2-5	Intermediate	
Anthropology (Inquire & Investigate)	Mooney	Carla	978-1-64741-161-9	Intermediate	
Antonia Novello : first Hispanic Surgeon General (Notable Hispanic Americans)	Cunningham	Kevin	978-1-68020-812-2	Intermediate	
Apenas a flote	Rivera	Lilliam	979-83-18-90835-4	Intermediate	
Architect games (Futureland)	Hunter	H. D.	9780593479506	Intermediate	
Arsenico para el te (Secret Detective Club, Book 2)	Stevens	Robin	978-84-19-59947-6	Intermediate	
Artes marciales mixtas (Combat sports)	Terp	Gail	978-1-64466-727-9	Intermediate	
Asesinato en primera clase (Secret Detective Club, Book 3)	Stevens	Robin	978-84-19-59979-7	Intermediate	
Athena and the Stolen Threads (Mount Olympus Mysteries, Book 2)	Tyler	Madeline	979-83-18-94917-3	Intermediate	
Avery's Story (Rival High, Book 1)	Buford	Candace	979-83-18-94504-5	Intermediate	

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Awesome Space Robots	O'Hearn	Michael	978-1-42969-918-1	Intermediate	
Bad Bunny : global powerhouse (Icons (Twenty-First Century Books))	Mooney	Carla	979-83-480-5241-6	Intermediate	
Bad things happened here	Hossain	Moniza	978-0-8234-6235-3	Intermediate	
Baseball's best traditions and weirdest superstitions (Sports Illustrated Kids: Traditions and Superstitions)	Smith	Elliot	978-1-66634-655-8	Intermediate	
Bass fishing like a pro (Insider's Guide to Fishing)	Hicks	Dwayne	978-1-49947-592-0	Intermediate	
Beyonc' (Voices in Pop Music)	Morgan	Graham	979-88-958171-9-3	Intermediate	
Bird (DK Eyewitness)	Burnie	David	978-0-7440-9210-3	Intermediate	
Birds of Uruguay	Ocampo	Florencia	978-1-39940-673-4	Intermediate	
Boxeo (Combat sports)	Terp	Gail	978-1-64466-724-8	Intermediate	
Brainbow	Henderson	Maya	978-0-316-57922-3	Intermediate	
Brave (Berrybrook Middle School, Book 2)	Chmakova	Svetlana	978-0-316-36317-4	Intermediate	Yes
Britannica's encyclopedia infographica : 1,000s of facts & figures : about Earth, space, animals, the body, technology, & more : revealed in pictures	Pettie	Andrew	978-1-913750-46-6	Intermediate	
Brooke's big decision (Team Cheer, Book 8)	Jones	Jen	978-1-43424-036-1	Intermediate	
Bug power	Dole	Stephanie	978-1-63586-926-2	Intermediate	
Bugs, butterflies, beetles & bees (DK Our World in Pictures)	Dowds	Ben Ffrancon	979-82-17-13419-9	Intermediate	
Building the Golden Gate Bridge : an interactive engineering adventure (You Choose: Engineering Marvels)	Hoena	B. A.	979-83-18-93495-7	Intermediate	
Burton : peak snowboard producer (Big Sports Brands)	Bowker	Paul	978-1-09829-066-5	Intermediate	
Caitlin Clark (Living in the Spotlight)	Gilbert	Sara	979-88-958132-3-2	Intermediate	
Canada (Countries of the World (AV2 by Weigl))	Goldsworthy	Kaite	978-1-79114-070-0	Intermediate	
Caring for herself : advice, activities, and more to help you care for your mental well-being	Falligant	Erin	978-1-68337-251-6	Intermediate	
Carolina Herrera : fashion designer (Notable Hispanic Americans)	Cunningham	Kevin	978-1-68020-810-8	Intermediate	
Catching fire	Collins	Suzanne	9781338589023	Intermediate	Yes
Catfish fishing like a pro (Insider's Guide to Fishing)	Roesser	Marie	978-1-49947-595-1	Intermediate	
Chemistry in use (Ursa Books: Chemistry Explained)	Bingham	Janet	979-88-957749-7-7	Intermediate	
Children's illustrated world atlas (DK Children's Illustrated Reference)	Adams	Simon	978-0-593-84272-0	Intermediate	
Chinese gods, heroes, and mythology (Core Library: Gods, Heroes, And Mythology)	Gagne	Tammy	978-1-53211-780-0	Intermediate	
Colombia (Countries of the World (AV2 by Weigl))	Wiseman	Blaine	979-83-18-91631-1	Intermediate	
Cosplay crime (Orca Currents)	Chan	Marty	978-1-45983-743-0	Intermediate	
Count me in	Bajaj	Varsha	978-0-525-51726-9	Intermediate	
Countries of the world	Mills	Andrea	978-1-46549-150-3	Intermediate	
Country music (Eureka! That's My Jam!)	Schwartz	Heather E	979-88-988012-3-6	Intermediate	
Cover your assets : the teens' guide to protecting their money and their stuff (Financial Literacy for Teens)	McGuire	Kara	978-0-7565-4921-3	Intermediate	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Create your own web site or blog (Ignite: Media Genius)	Anniss	Matt	978-1-41098-111-0	Intermediate	
Creepy urban legends	Marcovitz	Hal	978-1-67821-332-9	Intermediate	
Criaturas imposibles (Impossible Creatures, Book 1)	Rundell	Katherine	979-83-18-95321-7	Intermediate	
Cuentos lugubres del reino de Grimm	Gidwitz	Adam	978-6-07-078608-2	Intermediate	
Daylan y el rio de los secretos	Tello	Edd	979-83-687-3463-7	Intermediate	
De vacaciones y sin movil? (Besties Club)	Laterza	Gisella	978-84-272-5543-2	Intermediate	
Decir adios en cubano	Miyares	Daniel	979-83-18-91378-5	Intermediate	
Diego and the Rangers of the Vastlantic	Baltazar	Armand	978-0-06-240236-3	Intermediate	
Dinosaurios y otros animales prehistoricos : una enciclopedia de datos fantasticos (Our World in Numbers)	Potter	William	979-82-17-13000-9	Intermediate	
Dinosaurs to dragons : the lore and science of mythical creatures	Shreeve	Elizabeth	978-1-66594-100-6	Intermediate	
Do we battle like it's medieval times? : military technology then and now (Medieval Tech Today)	Peterson	Megan Cooley	978-1-49668-473-8	Intermediate	
Do we build like it's medieval times? : construction technology then and now (Medieval Tech Today)	Peterson	Megan Cooley	978-1-49668-472-1	Intermediate	
Do you live like it's medieval times? : personal technology then and now (Medieval Tech Today)	Peterson	Megan Cooley	978-1-49668-471-4	Intermediate	198
Dog (DK Eyewitness)	Clutton-Brock	Juliet	978-0-593-97216-8	Intermediate	
Don't tell the Nazis	Skrypuch	Marsha Forchuk	978-1-33831-053-5	Intermediate	
Double trouble. Lost in Japan (Bounce Back (Feiwel & Friends), Book 4)	Rokkusu	Misako	979-83-18-94168-9	Intermediate	
Dragon Ball Z. "It's over 9,000!" cosmovisiones en colision	Padula	Derek	978-1-54909-988-5	Intermediate	
Dragon Ball Z. Vol. 7 (Dragon Ball Z, Book 7)	Toriyama	Akira	978-1-56931-936-9	Intermediate	
Dragon Ball Z. Vol. 8 (Dragon Ball Z, Book 8)	Toriyama	Akira	978-1-56931-937-6	Intermediate	
Dress coded	Firestone	Carrie	978-1-984816-45-0	Intermediate	
Earth (Elemental Earth)	Anthony	William	978-1-50265-793-0	Intermediate	
Earth and the moon : use your STEM skills to explore our world and moon (Mission: Space Science (Lerner))	Eason	Sarah	978-1-916949-90-4	Intermediate	
El ave de las mil historias	Monsef	Kiyash	979-83-18-93364-6	Intermediate	
El buho (Spotlight On Nature)	Dell	Pamela	979-88-958131-8-8	Intermediate	
El camaleon (Spotlight On Nature)	Fox	Jennifer	979-88-958131-4-0	Intermediate	
El canguro (Spotlight On Nature)	Dell	Pamela	979-88-958131-5-7	Intermediate	
El castor (Spotlight On Nature)	Dell	Pamela	979-88-958132-0-1	Intermediate	
El Cayo / The Cay	Taylor	Theodore	979-83-18-95277-7	Intermediate	
El crimen es cosa de damas (Secret Detective Club, Book 1)	Stevens	Robin	978-84-19-59946-9	Intermediate	
El hijo de Neptuno (Heroes Of Olympus, Book 2)	Riordan	Rick	978-84-15-58071-3	Intermediate	
El jardin secreto	Burnett	Frances Hodgson	978-84-204-4002-6	Intermediate	
El libro dorado de la muerte (Zone Books: The Library of Doom)	Dahl	Michael	978-1-49659-308-5	Intermediate	

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
El Rey Envenenado / the Poisoned King (Impossible Creatures, Book 2)	Rundell	Katherine	979-83-18-96962-1	Intermediate	
Elements & compounds (Ursa Books: Chemistry Explained)	Bingham	Janet	979-88-957749-8-4	Intermediate	
Elephants on the move : a day with an Asian elephant family	Nargi	Lela	978-1-68446-538-5	Intermediate	
Elijah De Buxton	Curtis	Christopher Paul	979-83-18-96797-9	Intermediate	
Ellen Ochoa : the first Hispanic woman in space (Notable Hispanic Americans)	Cunningham	Kevin	978-1-68020-811-5	Intermediate	
Encyclopedia of animals : the ultimate guide to the world around you (DK Eyewitness)	Day	Kat	978-0-593-96167-4	Intermediate	
Enola Holmes: the graphic novels. Book three (Enola Holmes, Book 3)	Blasco	Serena	979-83-18-96663-7	Intermediate	
ESPN : top sports news channel (Big Sports Brands)	Dyer	Kristian R	978-1-09829-067-2	Intermediate	
Every shiny thing	Jensen	Cordelia	978-1-41973-377-2	Intermediate	
Exposures : a story about life with OCD and the power of facing your fears	Williams	Lily	978-1-25024-670-7	Intermediate	
Eyewitness Castle (DK Eyewitness)	DK	Children	979-82-17-30478-3	Intermediate	
Faith and the dance drama (Team Cheer, Book 5)	Jones	Jen	978-1-43424-033-0	Intermediate	
Feeling like an ADHD alien	Varnel	Pina	978-0-593-32555-1	Intermediate	
Fighting to survive being lost at sea : terrifying true stories (Fighting to Survive)	Raum	Elizabeth	978-0-7565-6185-7	Intermediate	
Fighting to survive in the wilderness : terrifying true stories (Fighting to Survive)	Braun	Eric	978-0-7565-6187-1	Intermediate	
Fighting to survive space disasters : terrifying true stories (Fighting to Survive)	Raum	Elizabeth	978-0-7565-6186-4	Intermediate	
Fit girl : yoga for fitness and flexibility (Savvy: Yoga for You)	Rissman	Rebecca	978-1-49142-120-8	Intermediate	
Flush : la odisea de la playa	Hiaasen	Carl	978-1-71377-857-8	Intermediate	
Folk remedy. Book 1,The hidden world of the Yokai (Folk Remedy, Book 1)	Yoshioka	Jem	979-83-687-8170-9	Intermediate	
Football's best traditions and weirdest superstitions (Sports Illustrated Kids: Traditions and Superstitions)	Smith	Elliot	978-1-66634-686-2	Intermediate	
Fossil (DK Eyewitness)	Taylor	Paul D	979-83-687-3842-0	Intermediate	
Freaky nail art with attitude (DIY Fearless Fashion)	Rissman	Rebecca	978-1-54351-099-7	Intermediate	
Friend group	Greenwald	Lisa	9780063456006	Intermediate	
Game On (All-American Persian, Book 1)	Grace	Sina	978-0-593-56624-4	Intermediate	
Gary Soto : nominated for the Pulitzer Prize (Notable Hispanic Americans)	Cunningham	Kevin	978-1-68020-813-9	Intermediate	
Gatorade : sports drink innovator (Big Sports Brands)	Rowell	Rebecca	978-1-09829-068-9	Intermediate	
Genetics & evolution (Ursa Books: Exploring Biology)	Jackson	Tom	979-88-957749-3-9	Intermediate	
Getting out and getting along : the shy guide to making friends and building relationships (Shy Guides)	Kenney	Karen Latchana	978-0-7565-6018-8	Intermediate	
Ghost Squad	Ortega	Claribel A	978-1-71377-059-6	Intermediate	
Graciela en el abismo	Medina	Meg	979-83-18-94600-4	Intermediate	
Gritar a la lluvia	Hunt	Lynda Mullaly	978-1-71376-077-1	Intermediate	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Gyro and the Argonauts! aka the best book ever written	Pruett	Joshua	978-1-52488-642-4	Intermediate	
Hair-raising hairstyles that make a statement (DIY Fearless Fashion)	Rissman	Rebecca	978-1-54351-101-7	Intermediate	
Hand-me-down	Alexander	Damian	978-1-25086-019-4	Intermediate	
Hermes and the Twisted Olympics (Mount Olympus Mysteries, Book 3)	Tyler	Madeline	979-83-18-94918-0	Intermediate	
High-tech highways and super skyways : the next 100 years of transportation (Graphic Library: Our World-The Next 100 Years)	Bethea	Nikole Brooks	978-1-49148-266-7	Intermediate	
Hikaru in the light! 3 (Hikaru in the Light!, Book 3)	Matsuda	Mai	978-1-54614-105-1	Intermediate	
Hikaru in the light! 4 (Hikaru in the Light!, Book 4)	Matsuda	Mai	978-1-54614-107-5	Intermediate	
Hip-hop music (Eureka! That's My Jam!)	Sommer	Nathan	979-88-988012-5-0	Intermediate	
Historias del mar	Gamez	Alejandra Elena	979-83-687-1405-9	Intermediate	
Homer's Iliad	McCarty	Nick	978-1-66888-594-9	Intermediate	
Homer's Odyssey	Lister	Robin	978-1-66888-597-0	Intermediate	
Homer's The odyssey a graphic novel	Barlow	Steve	978-1-44519-899-6	Intermediate	
Hometown	tan	Shaun	978-1-64614-698-7	Intermediate	
Hooky. Volume 3 (Hooky, Book 3)	Tur	Miriam Bonastre	978-1-51606-748-0	Intermediate	200
Horror collector (Horror Collector)	Yuki	Niko	979-88-554-1198-0	Intermediate	
How a king plays : 64 chess tips from a kid champion	Boydell	Oliver	978-0-593-45126-7	Intermediate	
How do smart homes work? (High Tech Science at Home)	Biskup	Agnieszka	978-1-49668-072-3	Intermediate	
How do virtual assistants work? (High Tech Science at Home)	Eboch	M. M.	978-1-49668-069-3	Intermediate	
How does Wi-Fi work? (High Tech Science at Home)	Weakland	Mark	978-1-49668-071-6	Intermediate	
Human body (DK Eyewitness)	Walker	Richard	978-0-7440-7991-3	Intermediate	
Hurricane & tornado (DK Eyewitness)	Challoner	Jack	978-0-7440-3964-1	Intermediate	
I am Gandhi	Meltzer	Brad	978-1-54904-211-9	Intermediate	
Infestation! : roaches, bedbugs, ants, and other insect invaders (Edge Books: Nature's Invaders)	Reith	Sharon L	978-1-47650-139-0	Intermediate	
Inheritance of traits : why is my dog bigger than your dog? (Raintree Perspectives: Show Me Science)	Green	Jen	978-1-43298-747-3	Intermediate	
Izzy vs. cheerleading (Team Awkward)	McCullough	Joy	978-1-66598-926-8	Intermediate	
Izzy Wong's drama disaster (Izzy Wong)	Chan	Marty	979-83-18-90983-2	Intermediate	
Izzy Wong's nose for news (Izzy Wong)	Chan	Marty	979-83-687-4019-5	Intermediate	
Jax Freeman And The Graveyard Forest (Jax Freeman)	Mbalia	Kwame	9781368118606	Intermediate	
Jose Andres : renowned chef (Notable Hispanic Americans)	Cunningham	Kevin	978-1-68020-814-6	Intermediate	
Journey to shark island : a shark photographer's close encounters (Shark Expeditions)	Cerullo	Mary M	978-0-7565-4887-2	Intermediate	
Journey to Tomioka	Galandon	Laurent	978-1-25040-671-2	Intermediate	
Karate (Combat sports)	Terp	Gail	978-1-64466-725-5	Intermediate	
Kickboxing (Combat sports)	Terp	Gail	978-1-64466-726-2	Intermediate	

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Kiki and the new magic (Kiki's Delivery Service Novels, Book 2)	Kadono	Eiko	979-82-17-22710-5	Intermediate	
Kiki's delivery service	Kadono	Eiko	978-1-984896-69-8	Intermediate	
Kimmy Carson is not scared (MG Verse)	Williams	C. H.	979-83-18-90563-6	Intermediate	
La casa de Hades (Heroes Of Olympus, Book 4)	Riordan	Rick	978-84-904309-1-0	Intermediate	
La diosa de tres cabezas (Percy Jackson And The Olympians, Book 7)	Riordan	Rick	979-83-687-8362-8	Intermediate	
La extraordinaria orbita de Alex Ramirez	Paulino	Jasminne	979-83-18-95285-2	Intermediate	
La Isla De Los Delfines Azules / Island of the Blue Dolphins	O'Dell	Scott	979-83-18-95273-9	Intermediate	
La noche de las hogueras (Secret Detective Club, Book 4)	Stevens	Robin	978-84-10-20655-7	Intermediate	
La sangre del Olimpo (Heroes Of Olympus, Book 5)	Riordan	Rick	978-84-904312-7-6	Intermediate	
La tortuga terrestre (Spotlight On Nature)	Fox	Jennifer	979-88-958132-1-8	Intermediate	
Las cronicas de Kiddo	Nugent	Cynthia	979-83-18-94544-1	Intermediate	
Last One Picked	Meeker	Audrey	979-83-18-94167-2	Intermediate	
Lenadoras. Las pasajeras del tiempo (Lumberjanes Graphic Novels, Book 6)	Watters	Shannon	979-83-687-4506-0	Intermediate	
Lenadoras. Operacion cumpleanos (Lumberjanes Graphic Novels, Book 8)	.	.	979-83-687-4507-7	Intermediate	201
Lewis and Clark's compass : what an artifact can tell us about the historic expedition (Artifacts from the American Past)	Micklos	John	978-1-49669-578-9	Intermediate	
Leyendas/legends : 60 Latine people who changed the world	Mancillas	Monica	978-1-79721-198-5	Intermediate	
Life in pixels	Laurel	Gume	978-1-978598-64-5	Intermediate	
Lightmare (Incorruptibles, Book 2)	Magaziner	Lauren	978-1-66596-869-0	Intermediate	
Like It or Not (New Norm, Book 3)	Gilbert	Matthew J	979-83-471-1849-6	Intermediate	
Lily Tripp : diary of an accidental time traveler (Lily Tripp Diaries, Book 1)	Tait	Amelia	978-0-374-39618-3	Intermediate	
Lissa on the sidelines (Team Cheer, Book 6)	Jones	Jen	978-1-43424-034-7	Intermediate	
Little monsters	Roche	Maire	978-1-66598-864-3	Intermediate	
Los Nueve Mundos	Riordan	Rick	978-84-17-92281-8	Intermediate	
Lu (Track, Book 4)	Reynolds	Jason	979-83-687-7377-3	Intermediate	
Lucha libre (Combat sports)	Terp	Gail	978-1-64466-729-3	Intermediate	
Lucy in between	Callender	Sarah	978-0-8234-5551-5	Intermediate	
Mad scientists : the not-so-crazy work of amazing scientists (Fact Finders: Scary Science)	Lee	Sally	978-1-47653-928-7	Intermediate	
Magos y semidioses : Percy Jackson se une a los Kane	Riordan	Rick	978-1-54907-043-3	Intermediate	
Making money work : the teens' guide to saving, investing, and building wealth (Financial Literacy for Teens)	McGuire	Kara	978-0-7565-4922-0	Intermediate	
Managing social media (Teen Online Survival Guides)	Sanderson	Jennifer	978-1-917509-32-9	Intermediate	
Mani Semilla encuentra su voz de quetzal	Lapera	Anna	979-83-687-9490-7	Intermediate	
Medical mishaps : learning from bad ideas (Fantastic Fails)	Pagel-Hogan	Elizabeth	978-1-54359-213-9	Intermediate	

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Medieval knight science : armor, weapons, and siege warfare (Edge Books: Warrior Science)	Lassieur	Allison	978-1-49148-130-1	Intermediate	
Meticulous Jones and the skull tattoo (Inkbound, Book 1)	Leathley	Philippa	978-0-06-337651-9	Intermediate	Yes
Middle school monsters	Easter	Robin	978-0-316-58026-7	Intermediate	
Mision espacial : descubre todas la curiosidades del universo	Allan	Sophie	979-82-17-13554-7	Intermediate	
MMA : ferocious fighting styles (Mixed Martial Arts (Abdo))	Krohn	Frazer Andrew	978-1-53219-921-9	Intermediate	
MMA: female fighters (Mixed Martial Arts (Abdo))	Krohn	Frazer Andrew	978-1-53219-920-2	Intermediate	
MMA: heroic history (Mixed Martial Arts (Abdo))	Krohn	Frazer Andrew	978-1-53219-922-6	Intermediate	
MMA: lasting legends (Mixed Martial Arts (Abdo))	Krohn	Frazer Andrew	978-1-53219-923-3	Intermediate	
MMA: targeted training (Mixed Martial Arts (Abdo))	Krohn	Frazer Andrew	978-1-53219-924-0	Intermediate	
MMA: UFC unleashed (Mixed Martial Arts (Abdo))	Krohn	Frazer Andrew	978-1-53219-925-7	Intermediate	
Mockingjay	Collins	Suzanne	978-1-33-858905-4	Intermediate	
Molecules & chemical reactions (Ursa Books: Chemistry Explained)	Bingham	Janet	979-88-957749-9-1	Intermediate	
Monster and apprentice	Khoury	Jessica	978-1-66599-011-0	Intermediate	
More trouble than it's worth	Ramee	Lisa Moore	978-0-06-346080-5	Intermediate	
Motorcycle hill climb (Off to the Races)	Troupe	Thomas Kingsley	978-1-66896-395-1	Intermediate	
My brother Oliver	Toalson	R. L.	978-1-66595-630-7	Intermediate	
My clueless first friend. 1 (My Clueless First Friend, Book 1)	Kawamura	Taku	978-1-64609-204-8	Intermediate	
Mystery James returns from the grave (Mystery James)	Russell	Ally	978-0-593-89696-9	Intermediate	
Myths & legends (DK Knowledge Encyclopedias)	Mills	Andrea	978-0-593-96562-7	Intermediate	
Nature hobbies : bird-watching, camping, hiking & more (Hooked on Hobbies)	Daniels	Ruby	978-1-09829-774-9	Intermediate	
New Zealand (Countries of the World (AV2 by Weigl))	Kopp	Megan	978-1-79115-663-3	Intermediate	
Nicaragua (Central America)	Alaraj	Evangelene	979-83-18-91926-8	Intermediate	
Ninja science : camouflage, weapons, and sneak attacks (Edge Books: Warrior Science)	Lusted	Marcia Amidon	978-1-49148-115-8	Intermediate	
No ordinary women : how Progressive era reformers reshaped America	Pearson	P. O'Connell	978-1-66595-622-2	Intermediate	
Nothing to See Here	Dee	Barbara	979-82-250-5168-6	Intermediate	
Ocean trenches and deep-sea life (Smithsonian Informational Text)	Greathouse	Lisa E	979-83-18-91007-4	Intermediate	
Organisms & ecosystems (Ursa Books: Exploring Biology)	Jackson	Tom	979-88-957749-4-6	Intermediate	
Pesky critters! : squirrels, raccoons, and other furry invaders (Edge Books: Nature's Invaders)	Axelrod-Contrada	Joan	978-1-47650-141-3	Intermediate	
Pippa Park crush at first sight (Pippa Park)	Yun	Erin	978-1-51607-448-8	Intermediate	
Plant & animal biology (Ursa Books: Exploring Biology)	Jackson	Tom	979-88-957749-5-3	Intermediate	
Poisoned King (Impossible Creatures)	Rundell	Katherine	9780593809907	Intermediate	Yes
Positive reaction! : a crash course in science (Savvy: Crash Course)	Latta	Sara L.	978-1-49140-772-1	Intermediate	
Pranks and prejudice (New Norm, Book 2)	Gilbert	Matthew J	979-83-471-0343-0	Intermediate	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Pugs and kisses	Howard	J. J.	979-83-687-9988-9	Intermediate	
Que fuerte, Goa! : wow, i que intensidad! (My Name is Goa, Book 2)	Tirado Torras	Miriam	978-6-07-386867-9	Intermediate	
Quien cuenta las estrellas?	Lowry	Lois	979-83-18-95889-2	Intermediate	
Quiet confidence : the shy guide to using your strengths (Shy Guides)	Kenney	Karen Latchana	978-0-7565-6021-8	Intermediate	
Quin es Carmen Sandiego?	Tinker	Rebecca	978-1-32-853491-0	Intermediate	
Raise the bar	Frick H	Fernanda	979-83-18-94925-8	Intermediate	
Raven, rising	Derr	Christine Hartman	978-0-06-343283-3	Intermediate	
Reading the bones : Homo naledi and the mysteries of human evolution	Aronson	Marc	978-0-374-39231-4	Intermediate	
Return to sender	Alvarez	Julia	978-0-329-87753-8	Intermediate	
Rilla la de Ingleside	Montgomery	L. M	978-1-54907-871-2	Intermediate	
Rise and fall : great empires that shaped the world	Allen	Peter	978-1-80066-048-9	Intermediate	
Rosie Frost y la reina Halcon	Halliwell-Horner	Geri	979-83-18-94105-4	Intermediate	
Rowan and Gemma	Pla	Sally J	978-0-06-339588-6	Intermediate	
Rumor Has It (Luckies, Book 1)	Mlynowski	Sarah	979-83-18-94496-3	Intermediate	
Runway rundown (Chloe by Design, Book 7)	Gurevich	Margaret	978-1-49650-506-4	Intermediate	203
Sacudida en la gran ciudad (Amazing Journeys in Historical Fiction)	Tapeta	Murray	979-83-687-6763-5	Intermediate	
Samurai science : armor, weapons, and battlefield strategy (Edge Books: Warrior Science)	Lusted	Marcia Amidon	978-1-49148-124-0	Intermediate	
Save our squad, Gaby (Team Cheer, Book 7)	Jones	Jen	978-1-43424-035-4	Intermediate	
School in colonial America (Fact Finders: It's Back to School...Way Back!)	Sateren	Shelley Swanson	978-1-51572-097-3	Intermediate	
School in pioneer times (Fact Finders: It's Back to School...Way Back!)	Graves	Kerry A	978-1-51572-096-6	Intermediate	
School in the Great Depression (Fact Finders: It's Back to School...Way Back!)	Graves	Kerry A	978-1-51572-098-0	Intermediate	
School lunches : healthy choices vs. crowd pleasers (Perspectives Flip Books: Issues)	Lanser	Amanda	978-0-7565-4993-0	Intermediate	
Shook	Randall	Julian	978-1-25088-205-9	Intermediate	
Sinister sisters and other terrifying tales (Are You Afraid Of The Dark? Graphic Novel)	Brown	Roseanne A.	9781419763588	Intermediate	
Sisters alone	Safadi	Shifa Saltagi	979-82-17-11109-1	Intermediate	
Smart girl : yoga for brain power (Savvy: Yoga for You)	Rissman	Rebecca	978-1-49142-119-2	Intermediate	
Smart spending : the teens' guide to cash, credit, and life's costs (Financial Literacy for Teens)	McGuire	Kara	978-0-7565-4923-7	Intermediate	
Sneaks	Tern	Amy	978-0-8234-6162-2	Intermediate	
Social media : like it or leave it (Perspectives Flip Books: Issues)	Rowell	Rebecca	978-0-7565-4994-7	Intermediate	
Sonia Sotomayor : first Latina to serve on the Supreme Court (Notable Hispanic Americans)	Cunningham	Kevin	978-1-68020-815-3	Intermediate	
Sonic Prime, volume 3 (Sonic The Hedgehog. Sonic Prime)	Robel	Hayden	9798887243726	Intermediate	

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Sonic the Hedgehog On the Go, Vol. 5 (Sonic the Hedgehog: On the Go, Book 5)	Flynn	Ian	979-83-18-97197-6	Intermediate	
Sonic the Hedgehog on the go. Volume three (Sonic the Hedgehog: On the Go, Book 3)	Flynn	Ian	979-83-18-95129-9	Intermediate	
Sonic the Hedgehog on the go. Volume two (Sonic the Hedgehog: On the Go, Book 2)	Flynn	Ian	979-83-18-93709-5	Intermediate	
South America (Exploring Continents)	Banting	Erinn	978-1-79114-556-9	Intermediate	
South America (Social Studies: Explore the World)	Levsey	Dylan	978-1-08769-511-2	Intermediate	
Spindlewood	Kolsch	Freddie	978-1-25039-703-4	Intermediate	
Spotting Dottie (Orca Currents)	Anderson-Dargatz	Gail	978-1-45983-482-8	Intermediate	
Srta. campista	Fajardo	Kat	979-83-687-8708-4	Intermediate	
Stars of Ara. Book 2,The mysteries of magic (Stars of Ara)	Bolte	Mari	978-1-09823-966-4	Intermediate	
Stars of Ara. Book 3,Secrets in the stars (Stars of Ara)	Bolte	Mari	978-1-09823-967-1	Intermediate	
Stars of Ara. Book 4,Parallel places (Stars of Ara)	Bolte	Mari	978-1-09823-968-8	Intermediate	
Stars of Ara. Book 5,Magic in the mirror (Stars of Ara)	Bolte	Mari	978-1-09823-969-5	Intermediate	
Stars of Ara. Book 6,Telling the truth (Stars of Ara)	Bolte	Mari	978-1-09823-970-1	Intermediate	204
Stress and emotional health (SilverTip Books: Health, Need to Know)	Kuehl	Ashley	979-88-957752-5-7	Intermediate	
Strong girl : yoga for building strength (Savvy: Yoga for You)	Rissman	Rebecca	978-1-49142-122-2	Intermediate	
Superpunk	Santana	Mirtes	979-83-18-94377-5	Intermediate	
Taekwondo (Combat sports)	Terp	Gail	978-1-64466-728-6	Intermediate	
Terror en el cielo (Amazing Journeys in Historical Fiction)	Tapeta	Murray	979-83-687-6764-2	Intermediate	
The 1920s (Eureka! Through the Decades)	Green	Sara	979-88-930454-2-0	Intermediate	
The 1930s (Eureka! Through the Decades)	Green	Sara	979-88-930454-3-7	Intermediate	
The 1940s (Eureka! Through the Decades)	Green	Sara	979-88-930454-4-4	Intermediate	
The 1950s (Eureka! Through the Decades)	Green	Sara	979-88-930454-5-1	Intermediate	
The 1960s (Eureka! Through the Decades)	Green	Sara	979-88-930454-6-8	Intermediate	
The 1970s (Eureka! Through the Decades)	Klepeis	Alicia	979-88-930454-7-5	Intermediate	
The 1980s (Eureka! Through the Decades)	Klepeis	Alicia	979-88-930454-8-2	Intermediate	
The 1990s (Eureka! Through the Decades)	Leaf	Christina	979-88-930454-9-9	Intermediate	
The 2000s (Eureka! Through the Decades)	Rathburn	Betsy	979-88-930455-0-5	Intermediate	
The 2010s (Eureka! Through the Decades)	Leaf	Christina	979-88-930455-1-2	Intermediate	
The amazing Spider-Man. Volume 4,The Master Planner (Mighty Marvel Masterworks: The Amazing Spider-Man, Book 4)	Lee	Stan	9781302948993	Intermediate	
The amazing Spider-Man. Volume. 2,The sinister six (Mighty Marvel Masterworks: The Amazing Spider-Man, Book 2)	Lee	Stan	9781302931957	Intermediate	
The American colonies : asking tough questions (Questioning History)	Kaul	Jennifer	978-1-49668-466-0	Intermediate	
The Avengers. Volume 1,The coming of the Avengers (Mighty Marvel Masterworks: The Avengers, Book 1)	Lee	Stan	9781302929787	Intermediate	

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
The Avengers. Volume 4,The sign of the serpent (Mighty Marvel Masterworks: The Avengers, Book 4)	Lee	Stan	9781302954307	Intermediate	
The ballad of songbirds and snakes	Collins	Suzanne	978-1-33863-521-8	Intermediate	Yes
The Bill of Rights : asking tough questions (Questioning History)	Kaul	Jennifer	978-1-49668-467-7	Intermediate	
The book of saints	Harrison	Paul	978-1-71377-551-5	Intermediate	
The Book Thief	Zusak	Markus	9798822682023	Intermediate	Yes
The Boy Who Knew Too Much (Game of Pets, Book 1)	Blabey	Aaron	978-1-25042-499-0	Intermediate	
The brain : an owner's guide (Human Body Handbook)	Eason	Sarah	978-1-916861-11-4	Intermediate	
The butterfuly & moth family (Eureka! Animal Albums)	Golkar	Golriz	979-88-988013-2-8	Intermediate	
The case of the missing marquess (Enola Holmes Mystery, Book 1)	Springer	Nancy	978-1-54445-822-9	Intermediate	
The Civil War : visual encyclopedia	Parker	Philip	978-0-7440-2845-4	Intermediate	
The digestive system : an owner's guide (Human Body Handbook)	Eason	Sarah	978-1-916861-14-5	Intermediate	
The doll house	Gillespie	D. W.	978-0-593-81492-5	Intermediate	
The double life of Zoe Flynn	Carey	Janet Lee	978-1-41696-754-5	Intermediate	
The dream & the hope : the historic rise of Ketanji Brown Jackson to the nation's highest court	Thomas	Garen Eileen	978-0-06-331144-2	Intermediate	
The Emancipation Proclamation : asking tough questions (Questioning History)	Yomtov	Nelson	978-1-49668-469-1	Intermediate	
The Emancipation Proclamation inkstand : what an artifact can tell us about the historic document (Artifacts from the American Past)	Jones-Radgowski	Jehan	978-1-49669-577-2	Intermediate	
The enigma girls : how ten teenagers broke ciphers, kept secrets, and helped win World War II	Fleming	Candace	9781338749571	Intermediate	
The evil secret society of cats. 1 (Evil Secret Society Of Cats, Book 1)	Pandania		978-1-63858-587-9	Intermediate	
The evil secret society of cats. 2 (Evil Secret Society Of Cats, Book 2)	Pandania		978-1-63858-812-2	Intermediate	
The evil secret society of cats. 3 (Evil Secret Society Of Cats, Book 3)	Pandania		978-1-68579-579-5	Intermediate	
The evil secret society of cats. 4 (Evil Secret Society Of Cats, Book 4)	Pandania		979-88-88433-90-4	Intermediate	
The final cut (Chloe by Design, Book 12)	Gurevich	Margaret	978-1-49653-264-0	Intermediate	
The fish family (Eureka! Animal Albums)	Monroe	Alex	979-88-988013-0-4	Intermediate	
The future of communications : from texting to augmented reality (What the Future Holds)	Collins	Ailynn	978-1-54359-219-1	Intermediate	
The future of entertainment : from movies to virtual reality (What the Future Holds)	Eboch	M. M	978-1-54359-221-4	Intermediate	
The future of transportation : from electric cars to jet packs (What the Future Holds)	Klepeis	Alicia	978-1-54359-222-1	Intermediate	
The geography of Latin America (Explore the World)	Mikoley	Kate	978-1-71371-564-1	Intermediate	
The Ginghams	Kemper	T. C.	979-83-18-96623-1	Intermediate	
The Giver	Lowry	Lois	9798331710606	Intermediate	
The Grimlore Game (The Grimlore Game, Book 1)	Josephson	Kalyn	9798217028351	Intermediate	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
The guys' guide to making city life more awesome (Edge Books: The Guys' Guides)	Braun	Eric	978-1-47653-923-2	Intermediate	
The guys' guide to making every day more awesome (Edge Books: The Guys' Guides)	Braun	Eric	978-1-47653-924-9	Intermediate	
The guys' guide to making the outdoors more awesome (Edge Books: The Guys' Guides)	Braun	Eric	978-1-47653-922-5	Intermediate	
The haunted history of Chicago, Illinois (Haunted History of the United States)	Seigel	Rachel	978-1-09829-251-5	Intermediate	
The haunted history of Gettysburg, Pennsylvania (Haunted History of the United States)	Hudak	Heather C	978-1-09829-252-2	Intermediate	
The haunted history of Salem, Massachusetts (Haunted History of the United States)	Gagne	Tammy	978-1-09829-253-9	Intermediate	
The haunted history of Washington, DC (Haunted History of the United States)	Mihaly	Christy	978-1-09829-255-3	Intermediate	
The haunting of Old Splinter	Mackay	Jack	978-0-593-69386-5	Intermediate	
The heart : an owner's guide (Human Body Handbook)	Eason	Sarah	978-1-916861-13-8	Intermediate	
The horse family (Eureka! Animal Albums)	Golkar	Golriz	979-88-988013-1-1	Intermediate	
The Hunger Games	Collins	Suzanne	978-1-33833-491-3	Intermediate	Yes
The impact of science, technology, and economics in Latin America (Global Effects)	Kogler	Peter	978-1-71371-588-7	Intermediate	
The incredible Hulk. Volume 4 (Mighty Marvel Masterworks: The Incredible Hulk, Book 4)	Lee	Stan	9781302954383	Intermediate	
The inner planets : use your STEM skills to explore our nearest neighbors (Mission: Space Science (Lerner))	Eason	Sarah	978-1-916949-94-2	Intermediate	
The island of forgotten gods	Pineiro	Victor	979-83-687-7937-9	Intermediate	
The Louisiana Purchase : asking tough questions (Questioning History)	Yomtov	Nelson	978-1-49668-468-4	Intermediate	
The lungs : an owner's guide (Human Body Handbook)	Eason	Sarah	978-1-916861-12-1	Intermediate	
The magic & card trick encyclopedia (Hobby Encyclopedias)	Stickney	Laura	979-83-8497-010-1	Intermediate	
The mighty Thor. Volume 4,When meet the immortals (Mighty Marvel Masterworks: The Mighty Thor, Book 4)	Lee	Stan	9781302954260	Intermediate	
The miniverse : discover an astonishing world under the microscope	Gifford	Clive	979-82-17-13604-9	Intermediate	
The new Norm (New Norm, Book 1)	Gilbert	Matthew J.	979-83-471-0340-9	Intermediate	
The outer planets : use your STEM skills to explore the gas giants (Mission: Space Science (Lerner))	Eason	Sarah	978-1-916949-98-0	Intermediate	
The picture of Dorian Gray (Graphic Horror)	Conner	Daniel	978-1-60270-680-4	Intermediate	
The science of quiet people : the shy guide to the biology of being bashful (Shy Guides)	Bjorklund	Ruth	978-0-7565-6019-5	Intermediate	
The Secret Bookstore Sleuth Society	Currie	Lindsay	978-1-46424-126-0	Intermediate	
The senses : an owner's guide (Human Body Handbook)	Eason	Sarah	978-1-916861-15-2	Intermediate	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
The Silver Surfer. Vol. 1,The sentinel of the spaceways (Mighty Marvel Masterworks: The Silver Surfer, Book 1)	Lee	Stan	9781302949099	Intermediate	
The skeleton and muscles : an owner's guide (Human Body Handbook)	Eason	Sarah	978-1-916861-16-9	Intermediate	
The snake family (Eureka! Animal Albums)	Golkar	Golriz	979-88-930485-8-2	Intermediate	
The Spotsylvania Stump : what an artifact can tell us about the Civil War (Artifacts from the American Past)	Micklos	John	978-1-49669-579-6	Intermediate	
The strange disappearance of Imogen Good	Applebaum	Kristy	979-88-87772-82-0	Intermediate	
The sun : use your STEM skills to explore our magnificent star (Mission: Space Science (Lerner))	Eason	Sarah	978-1-916949-86-7	Intermediate	
The web of war : a World War II tale (Nathan Hale's Hazardous Tales, Book 14)	Hale	Nathan	978-1-41977-321-1	Intermediate	
The Weirn books. 2,The ghost and the stolen dragon (Weirn Books, Book 2)	Chmakova	Svetlana	978-1-975311-26-1	Intermediate	
The Wolf-Girl, the Greeks, and the Gods : a tale of the Persian Wars	Holland	Tom	978-1-53623-416-9	Intermediate	
The Wump	DiTerlizzi	Tony	979-82-17-00491-1	Intermediate	
Thomas Jefferson's writing desk : what an artifact can tell us about the Declaration of Independence (Artifacts from the American Past)	Micklos	John	978-1-49669-576-5	Intermediate	
Tianshen shengbei (Percy Jackson And The Olympians, Book 6)	Riordan	Rick	978-6-263-61547-2	Intermediate	
Tianshen shengbei (Percy Jackson And The Olympians, Book 6)	Riordan	Rick	978-6-263-61547-2	Intermediate	
Top secret science : projects you aren't supposed to know about (Fact Finders: Scary Science)	Swanson	Jennifer	978-1-47653-926-3	Intermediate	
Trail of Tears (Blue Delta Nonfiction)	Schlesinger	Emily	978-1-51609-406-6	Intermediate	
Tres amigas y un diario (Besties Club)	Laterza	Gisella	978-84-272-4779-6	Intermediate	
TV brings battle into the home with the Vietnam War : an augmented reading experience (Captured Television History)	Kenney	Karen Latchana	978-0-7565-5825-3	Intermediate	
TV brings the moon landing to Earth (Captured Television History)	Rissman	Rebecca	978-0-7565-5999-1	Intermediate	
TV displays disaster as the Challenger explodes (Captured Television History)	Rissman	Rebecca	978-0-7565-5998-4	Intermediate	
TV exposes brutality on the Selma March (Captured Television History)	Smith-Llera	Danielle	978-0-7565-6001-0	Intermediate	
TV launches 24-hour news with CNN (Captured Television History)	Burgan	Michael	978-0-7565-6000-3	Intermediate	
TV shapes presidential politics in the Kennedy-Nixon debates : an augmented reading experience (Captured Television History)	Burgan	Michael	978-0-7565-5823-9	Intermediate	
TV shows the world freedom as the Berlin Wall falls : an augmented reading experience (Captured Television History)	Smith-Llera	Danielle	978-0-7565-5826-0	Intermediate	
Twisted treats : desserts with unexpected ingredients (Sassy Sweets)	Kim	Heather	978-1-54353-020-9	Intermediate	
Una para los Murphys	Hunt	Lynda Mullaly	978-1-66883-120-5	Intermediate	
Una vez	Creech	Sharon	978-1-63245-928-2	Intermediate	
Understanding the Teenage Brain	Roland	James	978-1-67821-378-7	Intermediate	
United States (Countries of the World (AV2 by Weigl))	Kopp	Megan	978-1-79114-064-9	Intermediate	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Unusual and awesome jobs using science : food taster, human lie detector, and more (Edge Books: You Get Paid for That?)	Wendinger	Jennifer	978-1-49142-031-7	Intermediate	
Was your stuff made like it's medieval times? : manufacturing technology then and now (Medieval Tech Today)	Peterson	Megan Cooley	978-1-49668-470-7	Intermediate	
We need to talk about cancer (We Need to Talk About)	Juneja	Sanjay	978-1-68449-584-9	Intermediate	
Where there be monsters (Outersphere, Book 1)	Williams	Alby C	978-1-25086-633-2	Intermediate	
Where there be spies (Outersphere, Book 2)	Williams	Alby C	978-1-25086-635-6	Intermediate	
Wolf's belly	August	John	978-1-25087-523-5	Intermediate	
Wonder cat Kyuu-chan. 3 (Wonder Cat Kyuu-chan, Book 3)	Nitori	Sasami	978-1-64827-306-3	Intermediate	
Wonder cat Kyuu-chan. 4 (Wonder Cat Kyuu-chan, Book 4)	Nitori	Sasami	978-1-64827-476-3	Intermediate	
You don't know everything, Jilly P!	Gino	Alex	978-0-545-95625-3	Intermediate	
Books to be purchased by Middle and above - 162 Titles					
13 little love stories : an anthology inspired by Taylor Swift songs.	G.P. Putnam	Son's	979-82-17-11202-9	Middle	
A thousand nights	Candlewick	Press	978-1-53624-154-9	Middle	
All in (Naturals, Book 3)	Barnes	Jennifer Lynn	978-0-316-60387-4	Middle	Yes
An astonishing circle : the discovery and denial of the circulatory system	Parrott-Ryan	Maria	979-87-6567-105-4	Middle	
Aria of the beech forest. 1 (Aria of the Beech Woods, Book 1)	Aika	Yugiri	978-1-975380-14-4	Middle	
Aria of the beech forest. 2 (Aria of the Beech Woods, Book 2)	Aika	Yugiri	978-1-975380-16-8	Middle	
Aria of the beech forest. 3 (Aria of the Beech Woods, Book 3)	Aika	Yugiri	978-1-975380-18-2	Middle	
Bad blood (Naturals, Book 4)	Barnes	Jennifer Lynn	978-0-316-60396-6	Middle	Yes
Bang! : the art, history, and science of fireworks	Miller	Ron	979-87-6566-044-7	Middle	
Barbie: dreamscape	Aster	Alex	978-1-64036-600-8	Middle	
Between sun and shadow	Genn	Laura	978-1-68263-818-7	Middle	
Black point	West	Jacqueline	9781665981859	Middle	
Bless. No. 3 (Bless, Book 3)	Sonoyama	Yukino	979-88-88771-80-8	Middle	
Blightfall	Sanderson	Brandon	9780593707050	Middle	
Catching feelings : a varsity novel	Charlotte	Emily	979-83-18-95672-0	Middle	
Catching fire (Hunger Games: Illustrated, Book 2)	Collins	Suzanne	978-1-54615-954-4	Middle	
Cristiano Ronaldo (Odysseys in Sports: Soccer Stars)	Goodman	Michael E.	9798895811382	Middle	
Cursed Princess Club. 3 (Cursed Princess Club, Book 3)	LambCat		978-1-990778-88-9	Middle	
Cursed Princess Club. 4	LambCat		978-1-998341-41-2	Middle	
Cursed Princess Club. 5 (Cursed Princess Club, Book 5)	LambCat		979-83-687-9294-1	Middle	
Dan in Green Gables : a modern reimagining of Anne of Green Gables	Terciero	Rey	978-0-593-38557-9	Middle	
Deadly little lessons	Valentine	Danielle	978-0-593-86041-0	Middle	
Death Bringer (Skulduggery Pleasant, Book 6)	Landy	Derek	979-83-687-7799-3	Middle	Yes

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Death Card	Smith	Jasmine	978-0-593-85829-5	Middle	
Demon slayer: Kimetsu Academy. 4,Toasted SMC bread (Demon Slayer: Kimetsu Academy, Book 4)	Hokami	Natsuki	978-1-974749-43-0	Middle	
Demon slayer: Kimetsu Academy. 5,Fire warning! Also, save the dojo! (Demon Slayer: Kimetsu Academy, Book 5)	Hokami	Natsuki	978-1-974752-28-7	Middle	
Demon slayer: Kimetsu Academy. 6,The ultimate culture festival! (Demon Slayer: Kimetsu Academy, Book 6)	Hokami	Natsuki	978-1-974755-48-6	Middle	
Design thinking : a guide to innovation	estes	Fred	979-87-6560-800-5	Middle	
Dolly Parton : glitter, grit, and generosity (Icons (Twenty-First Century Books))	Mooney	Carla	979-87-6568-864-9	Middle	
Everything, Everything	Yoon	Niola	9798822682832	Middle	Yes
Five nights at Freddy's. Tales from the Pizzaplex.Graphic novel collection vol. 1 (Five Nights at Freddy's: Tales from the Pizzaplex Graphic Novel Collection, Book 1)	Cawthon	Scott	979-83-687-4978-5	Middle	
Five nights at Freddy's. Tales from the Pizzaplex.Graphic novel collection vol. 2	Cawthon	Scott	979-83-18-93542-8	Middle	
Five nights at Freddy's. Tales from the Pizzaplex.Graphic novel collection vol. 3 (Five Nights at Freddy's: Tales from the Pizzaplex Graphic Novel Collection, Book 3)	Cawthon	Scott	979-83-687-9984-1	Middle	
Girls like me	StVil	Lola	978-1-54902-217-3	Middle	
Haikyu!! 3-in-1 edition: 10-12	Furudate	Haruichi	978-1-974752-17-1	Middle	
Hawk & Sparrow	Gray	Ayana	978-1-25041-123-5	Middle	
Heist Royale (Thieve's Gambit)	Lewis	Kayvion	9798331701383	Middle	Yes
Hocus pocus & the all-new sequel	Jantha	A. W.	978-1-36802-003-9	Middle	
Honor	Mariichyn	Nataliia	978-1-66262-108-6	Middle	
House of Harkness	Chhibber	Preeti	978-1-54-614684-1	Middle	
Huda F Would Love You? A Graphic Novel (Huda F)	Fahmy	Huda	978-0-593-85566-9	Middle	
I Must Betray You	Sepetys	Ruta	9798822699502	Middle	Yes
I wanna be your girl. 4 (I Wanna Be Your Girl, Book 4)	Takase	Umi	978-0-593-90302-5	Middle	
In case I go missing	Swann	R. N.	978-0-593-69533-3	Middle	
Insurance : a teen guide to getting coverage (Money Matters (Cheriton Children's Books))	Sanderson	Jennifer	978-1-918246-00-1	Middle	
Investing : a teen guide to making money grow (Money Matters (Cheriton Children's Books))	Sanderson	Jennifer	978-1-917509-96-1	Middle	
Kamudo. 2 (Kamudo, Book 2)	Himekawa	Akira	978-1-974765-63-8	Middle	
Killer instinct (Naturals, Book 2)	Barnes	Jennifer Lynn	978-0-316-60397-3	Middle	Yes
Komi can't communicate. Volume 23 (Komi Can't Communicate, Book 23)	Oda	Tomohito	978-1-51609-206-2	Middle	
Komi can't communicate. Volume 24 (Komi Can't Communicate, Book 24)	Oda	Tomohito	978-1-51609-207-9	Middle	
Kylian Mbappe (Odysseys in Sports: Soccer Stars)	Fargo	Jordan	9798895811399	Middle	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Lies between us	Goodman	Jessica	979-82-17-00525-3	Middle	
Lionel Messi (Odysseys in Sports: Soccer Stars)	Goodman	Michael E	9798895811405	Middle	
Loans and credit : a teen guide to borrowing (Money Matters (Cheriton Children's Books))	Sanderson	Jennifer	978-1-917509-68-8	Middle	
Masters of deception : history's most notorious spies (Library of Spies and Espionage)	Kallen	Stuart A	978-1-67821-302-2	Middle	
Medicine wheels	Graves	Byron	978-0-06-316042-2	Middle	
Mirrorwoven	Cser	Bori	978-1-25046-096-7	Middle	
Mockingjay --Illustrated Edition (Hunger Games: Illustrated, Book 3)	Collins	Suzanne	979-82-250-2976-0	Middle	
My hero academia: school briefs. 1,1-A: Parent's day (My Hero Academia: School Briefs, Book 1)	Yoshi	Anri	978-1-974704-86-6	Middle	
My hero academia: school briefs. 2,Training camp: the inside story (My Hero Academia: School Briefs, Book 2)	Yoshi	Anri	978-1-42158-271-9	Middle	
My hero academia: school briefs. 4 (My Hero Academia: School Briefs, Book 4)	Yoshi	Anri	978-1-974713-31-8	Middle	
My hero academia: school briefs. 5,Underground dungeon (My Hero Academia: School Briefs, Book 5)	Yoshi	Anri	978-1-974724-07-9	Middle	
My hero academia: school briefs. 6,The red oni won't weep (My Hero Academia: School Briefs, Book 6)	Yoshi	Anri	978-1-974734-25-2	Middle	
My hero academia. Team-up missions.7,The perfect shot (My Hero Academia: Team-up Missions, Book 7)	Akiyama	Yoko	978-1-974758-14-2	Middle	
My hero academia. Team-up missions.8,Heroes assemble! (My Hero Academia: Team-up Missions, Book 8)	Akiyama	Yoko	978-1-974765-78-2	Middle	
My hero academia. Vol. 41,Overlay (My Hero Academia, Book 41)	Horikoshi	Kohei	978-1-974755-88-2	Middle	
My hero academia. Vol. 42,Overlay (My Hero Academia, Book 42)	Horikoshi	Kohei	978-1-974759-18-7	Middle	
My killer family reunion	Thiru	Dinesh	978-1-66599-096-7	Middle	
Mystery guest	Stoffels	Maren	979-82-17-12216-5	Middle	
Neymar (Odysseys in Sports: Soccer Stars)	Whitcomb	Aidan	979-88-958114-1-2	Middle	
On the Come Up	Thomas	Angie	9798822682115	Middle	Yes
One of Us Is Lying	McManus	Karen M.	9798331702977	Middle	Yes
One piece. Vol. 100.Wano.Part 11,Color of the supreme king (One Piece, Book 100)	Oda	Eiichiro	978-1-974732-17-3	Middle	
One piece. Vol. 101.Wano.Part 12,The stars take the stage (One Piece, Book 101)	Oda	Eiichiro	979-83-687-2464-5	Middle	
One piece. Vol. 102.Wano.Part 13,The pivotal clash (One Piece, Book 102)	Oda	Eiichiro	978-1-974736-55-3	Middle	
One piece. Vol. 103.Wano.Part 14,Warrior of liberation (One Piece, Book 103)	Oda	Eiichiro	978-1-974738-70-0	Middle	
One piece. Vol. 104.Wano.Part 15,Shogun of Wano, Kosuki Momonosuke (One Piece, Book 104)	Oda	Eiichiro	979-83-687-2467-6	Middle	
One piece. Vol. 105.Wano.Part 16,Luffy's dream (One Piece, Book 105)	Oda	Eiichiro	978-1-974743-27-8	Middle	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
One piece. Vol. 106.Egghead.Part 1,A genius's dream (One Piece, Book 106)	Oda	Eiichiro	978-1-974745-86-9	Middle	
One piece. Vol. 108,Egghead.Part 3,Better off dead in this world (One Piece, Book 108)	Oda	Eiichiro	978-1-974752-22-5	Middle	
One piece. Vol. 109,Egghead.Part 4,On your side (One Piece, Book 109)	Oda	Eiichiro	978-1-974755-90-5	Middle	
One piece. Vol. 110,Egghead.Part 5,The upheaval of the era (One Piece, Book 110)	Oda	Eiichiro	978-1-974758-96-8	Middle	
One piece. Vol. 21,Utopia (One Piece, Book 21)	Oda	Eiichiro	978-1-42152-429-0	Middle	
One piece. Vol. 22,Hope!! (One Piece, Book 22)	Oda	Eiichiro	978-1-42152-430-6	Middle	
One piece. Vol. 23,Vivi's adventure (One Piece, Book 23)	Oda	Eiichiro	978-1-42152-844-1	Middle	
One piece. Vol. 24,Skypiea.Part 1,People's dreams (One Piece, Book 24)	Oda	Eiichiro	978-1-42152-845-8	Middle	
One piece. Vol. 25,Skypiea.Part 2,The 100 million berry man (One Piece, Book 25)	Oda	Eiichiro	978-1-42152-846-5	Middle	
One piece.Vol. 107, Egghead.Part 2,The hero of legend (One Piece, Book 107)	Oda	Eiichiro	978-1-974749-79-9	Middle	
Ouran High School host club. Vol. 1 (Ouran High School Host Club, Book 1)	Hatori	Bisco	978-1-59116-915-4	Middle	
Ouran High School host club. Vol. 10 (Ouran High School Host Club, Book 10)	Hatori	Bisco	978-1-42151-929-6	Middle	
Ouran High School host club. Vol. 11 (Ouran High School Host Club, Book 11)	Hatori	Bisco	978-1-42152-255-5	Middle	
Ouran High School host club. Vol. 12 (Ouran High School Host Club, Book 12)	Hatori	Bisco	978-1-42152-672-0	Middle	
Ouran High School host club. Vol. 13 (Ouran High School Host Club, Book 13)	Hatori	Bisco	978-1-42152-673-7	Middle	
Ouran High School host club. Vol. 14 (Ouran High School Host Club, Book 14)	Hatori	Bisco	978-1-42153-565-4	Middle	
Ouran High School host club. Vol. 15 (Ouran High School Host Club, Book 15)	Hatori	Bisco	978-1-42153-670-5	Middle	
Ouran High School host club. Vol. 16 (Ouran High School Host Club, Book 16)	Hatori	Bisco	978-1-42153-870-9	Middle	
Ouran High School host club. Vol. 17 (Ouran High School Host Club, Book 17)	Hatori	Bisco	978-1-42153-979-9	Middle	
Ouran High School host club. Vol. 18 (Ouran High School Host Club, Book 18)	Hatori	Bisco	978-1-42154-135-8	Middle	
Ouran High School host club. Vol. 2 (Ouran High School Host Club, Book 2)	Hatori	Bisco	978-1-59116-990-1	Middle	
Ouran High School host club. Vol. 3 (Ouran High School Host Club, Book 3)	Hatori	Bisco	978-1-42150-062-1	Middle	
Ouran High School host club. Vol. 4 (Ouran High School Host Club, Book 4)	Hatori	Bisco	978-1-42150-192-5	Middle	
Ouran High School host club. Vol. 5 (Ouran High School Host Club, Book 5)	Hatori	Bisco	978-1-42150-329-5	Middle	
Ouran High School host club. Vol. 6 (Ouran High School Host Club, Book 6)	Hatori	Bisco	978-1-42150-584-8	Middle	
Ouran High School host club. Vol. 7 (Ouran High School Host Club, Book 7)	Hatori	Bisco	978-1-42150-864-1	Middle	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Ouran High School host club. Vol. 8 (Ouran High School Host Club, Book 8)	Hatori	Bisco	978-1-42151-161-0	Middle	
Ouran High School host club. Vol. 9 (Ouran High School Host Club, Book 9)	Hatori	Bisco	978-1-42151-404-8	Middle	
Palestine : a primer	Khalidi	Rashid	978-1-25037-606-0	Middle	
Paying for college : a teen guide to funding education (Money Matters (Cheriton Children's Books))	Sanderson	Jennifer	978-1-918246-08-7	Middle	
Playing with fire (Skulduggery Pleasant, Book 2)	Landy	Derek	979-83-687-5477-2	Middle	
Practically magic	Calonita	Jen	978-0-06-351764-6	Middle	
Rodri (Odysseys in Sports: Soccer Stars)	Whitcomb	Aidan	979-88-958114-2-9	Middle	
Running a business : a teen guide to becoming an entrepreneur (Money Matters (Cheriton Children's Books))	Eason	Sarah	978-1-918246-04-9	Middle	
Saving : a teen guide to saving for the future (Money Matters (Cheriton Children's Books))	Eason	Sarah	978-1-917509-72-5	Middle	
Saving lives : suicide prevention	Currie-McGhee	Leanne	978-1-67821-248-3	Middle	
Secrets Exposed Espionage Today (Library of Spies and Espionage)	Blohm	Craig E	978-1-67821-304-6	Middle	
So this is love (Twisted Tale)	Lim	Elizabeth	979-83-18-95127-5	Middle	Yes
Somniphobia (Five Nights at Freddy's: Tales from the Pizzaplex, Book 3)	Cawthorn	Scott	978-1-66883-776-4	Middle	
Songcoming	Anderson	Torran	978-1-978598-31-7	Middle	
Spy x family. 16 (Spy x Family, Book 16)	Endo	Tatsuya	978-1-974768-52-3	Middle	
Spycraft The History of Espionage (Library of Spies and Espionage)	Mooney	Carla	978-1-67821-306-0	Middle	
Stealing secrets : tools of the spy trade (Library of Spies and Espionage)	Blohm	Craing E.	978-1-67821-308-4	Middle	
Strange and terrible things : a guide to creatures that haunt our dreams	Forst	Devin	978-1-41978-061-5	Middle	
Such great heights	LaRocca	Rajani	978-0-06-329687-9	Middle	
Sunrise on the Reaping	Collins	Suzanne	978-1-54-617150-8	Middle	
Supergirl. Being super	Tamaki	Mariko	979-83-18-93715-6	Middle	
Sweet Clarity	Richardson	Rhiannon	978-1-66591-238-9	Middle	
Teen Guide to Building Self-Esteem	Diggs	Barbara	978-1-67821-362-6	Middle	
Teen Titans. Beast Boy (Teen Titans by Kami Garcia, Book 2)	Garcia	Kami	9781779510600	Middle	Yes
The Beckett effect	Jones	Nashae	978-1-66597-086-0	Middle	
The End of Us	Proudman	Sandra	979-82-17-11819-9	Middle	
The fast track	Cheng	Angelica	979-83-471-0744-5	Middle	
The Fault in Our Stars	Green	John	9798822682849	Middle	Yes
The Fountains of Silence	Sepetys	Ruta	9798822688971	Middle	Yes
The Hate U Give	Thomas	Angie	9798822682078	Middle	Yes
The healers of Harlem : the black women who changed medicine forever	Chhita	Nina	978-0-593-62008-3	Middle	
The history of genocide	Nardo	Don	978-1-67821-344-2	Middle	
The Hunger Games (Hunger Games: Illustrated, Book 1)	Collins	Suzanne	978-1-33903-060-9	Middle	
The Life and Crimes of Hoodie Rosen	Blum	Isaac	9798822699472	Middle	Yes

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
The Naturals (Naturals, Book 1)	Barnes	Jennifer Lynn	978-0-316-58800-3	Middle	Yes
The one (Selection, Book 3)	Cass	Kiera	9780062340719	Middle	Yes
The perks of being an S-class heroine. 1 (Perks of Being an S-Class Heroine, Book 1)	Irinbi		979-84-00-90160-7	Middle	
The perks of being an S-class heroine. 2 (Perks of Being an S-Class Heroine, Book 2)	Irinbi		979-84-00-90192-8	Middle	
The perks of being an S-class heroine. 3 (Perks of Being an S-Class Heroine, Book 3)	Irinbi		979-84-00-90226-0	Middle	
The perks of being an S-class heroine. 4 (Perks of Being an S-Class Heroine, Book 4)	Irinbi		979-84-00-90325-0	Middle	
The perks of being an S-class heroine. 5 (Perks of Being an S-Class Heroine, Book 5)	Irinbi		979-84-00-90326-7	Middle	
The perks of being an S-class heroine. 6 (Perks of Being an S-Class Heroine, Book 6)	Irinbi		979-84-00-90327-4	Middle	
The Poet X	Acevedo	Elizabeth	9798822696853	Middle	Yes
The real Rosalind : the truth about Rosalind Franklin's DNA discovery and how it was erased	Dunn	Debbie Loren	979-87-6562-769-3	Middle	
The season of light and darkness	Cantor	Jillian	979-83-471-0728-5	Middle	
The soulmate project	Lindwasser	Anna	978-1-978598-34-8	Middle	
The Sun Is Also a Star	Yoon	Nicola	9798331702021	Middle	Yes
Tiger rock (Five Nights at Freddy's: Tales from the Pizzaplex, Book 7)	Cawthon	Scott	978-1-66889-393-7	Middle	
To all the boys I've loved before the graphic novel. Volume one	Perez Marquez	Barbara	978-1-66598-311-2	Middle	
Too perfect to die	Goodman	Juliana	978-1-25079-294-5	Middle	
TV captures terrorism on September 11 : an augmented reading experience (Captured Television History)	Berne	Emma Carlson	978-0-7565-5824-6	Middle	
Unplugged : why some teens are cutting back on social media	Currie-McGhee	Leanne	978-1-67821-380-0	Middle	
Until next summer	Ashley	Allison	978-1-66598-222-1	Middle	
Until we meet again	Qian	Lily Kim	978-1-25088-423-7	Middle	
Vinicius Junior (Odysseys in Sports: Soccer Stars)	Whitcomb	Aidan	979-88-958114-3-6	Middle	
Waiting on a miracle (Twisted Tale)	Fajardo	Anika	978-0-7364-4761-4	Middle	
When we almost came undone	Boone	Georgia K	978-1-25083-487-4	Middle	
Witch hat atelier. Volume 14 (Witch Hat Atelier, Book 14)	Shirahama	Kamonme	979-88-88776-85-8	Middle	
Books to be purchased by High School Only - 103 Titles					
07-ghost. 1 (07 Ghost, Book 1)	Amemiya	Yuki	978-1-42154-994-1	High	
07-ghost. 10 (07 Ghost, Book 10)	Amemiya	Yuki	978-1-42156-395-4	High	
07-ghost. 11 (07 Ghost, Book 11)	Amemiya	Yuki	978-1-42156-396-1	High	
07-ghost. 12 (07 Ghost, Book 12)	Amemiya	Yuki	978-1-42156-397-8	High	

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All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
07-ghost. 13 (07 Ghost, Book 13)	Amemiya	Yuki	978-1-42156-430-2	High	
07-ghost. 14 (07 Ghost, Book 14)	Amemiya	Yuki	978-1-42157-529-2	High	
07-ghost. 15 (07 Ghost, Book 15)	Amemiya	Yuki	978-1-42157-530-8	High	
07-ghost. 16 (07 Ghost, Book 16)	Amemiya	Yuki	978-1-42157-778-4	High	
07-ghost. 17 (07 Ghost, Book 17)	Amemiya	Yuki	978-1-42157-794-4	High	
07-ghost. 2 (07 Ghost, Book 2)	Amemiya	Yuki	978-1-42154-995-8	High	
07-ghost. 3 (07 Ghost, Book 3)	Amemiya	Yuki	978-1-42154-996-5	High	
07-ghost. 4 (07 Ghost, Book 4)	Amemiya	Yuki	978-1-42154-997-2	High	
07-ghost. 5 (07 Ghost, Book 5)	Amemiya	Yuki	978-1-42154-998-9	High	
07-ghost. 6 (07 Ghost, Book 6)	Amemiya	Yuki	978-1-42154-999-6	High	
07-ghost. 7 (07 Ghost, Book 7)	Amemiya	Yuki	978-1-42156-037-3	High	
07-ghost. 8 (07 Ghost, Book 8)	Amemiya	Yuki	978-1-42156-038-0	High	
07-ghost. 9 (07 Ghost, Book 9)	Amemiya	Yuki	978-1-42156-039-7	High	
A prince among pirates	Abdou	Katie	9781665984775	High	
Accomplice to the villian (Assistant to the Villain, Book 3)	Maehrer	Hannah Nicole	978-1-42052-789-6	High	
Adversary to the villain (Assistant to the Villain, Book 4)	Haehrer	Hannah Nicole	978-1-68281-672-1	High	
All My Rage	Tahir	Sabaa	9798822682429	High	Yes
All the feels : how to stay human in the digital world	Pavliscak	Pamela	9781643753966	High	
American Street	Zoboi	Ibi	9798822682009	High	Yes
Ashes at the alter (Blood at the Root, Book 3)	Williams	LaDarrion	978-0-593-71200-9	High	
Avengers --Time Runs out -marvel Premier Collection+	Hickman	Jonathan	978-1-30296-669-0	High	
Avengers. Secret wars	Hickman	Jonathan	978-1-30297-029-1	High	
Azadi means freedom : fighting for gender equity through the world's most popular game	Shojaei	Maryam	978-1-64421-489-3	High	
Blood of Silver	Nguyen	Allie	979-83-471-0862-6	High	
Blood Queen (Spy and Guardian)	Raasch	Sara	978-1-46423-617-4	High	
Bones at the Crossroads (Blood at the Root 2)	Williams	LaDarrion	9798331707460	High	Yes
Burn the water : a novel (Burn the Water, Book 1)	Ray	Billy	979-82-250-0674-7	High	
Chaos Theory	Stone	Nic	9798822679061	High	Yes
Dark room etiquette	Roe	Robin	978-1-51606-739-8	High	Yes
Death of a pop star vol 2 (Death of a Pop Star, Book 2)	Karim	Violet	978-1-998341-78-8	High	
Deathless	Kagawa	Julie	978-1-33500-846-6	High	
Empire (Heir Duology, Book 2)	Tahir	Sabaa	9780593616970	High	
Escape Me (Shatter Me: The New Republic, Book 3)	Mafi	Tahereh	9780063419100	High	
Fatally yours	Lacy	Jessica	978-1-46425-905-0	High	
God storm	Ma	Coco	978-1-982527-47-1	High	

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Gym junky	Jackson	Brentom	978-1-978598-28-7	High	
Hawkgirl. Once upon a galaxy	Axelrod	Jadzia	978-1-77952-510-9	High	
I've Got Plans for You	Clarke	Roselyn	978-1-46422-351-8	High	
Invincible. Volume 1 (Invincible, Book 1)	Kirkman	Robert	978-1-53439-995-2	High	
Invincible. Volume 10 (Invincible, Book 10)	Kirkman	Robert	978-1-53432-802-0	High	
Invincible. Volume 11 (Invincible, Book 11)	Kirkman	Robert	978-1-53432-803-7	High	
Invincible. Volume 12 (Invincible, Book 12)	Kirkman	Robert	978-1-53432-804-4	High	
Invincible. Volume 13 (Invincible, Book 13)	Kirkman	Robert	978-1-53433-289-8	High	
Invincible. Volume 14 (Invincible, Book 14)	Kirkman	Robert	978-1-53433-008-5	High	
Invincible. Volume 2 (Invincible, Book 2)	Kirkman	Robert	978-1-53439-903-7	High	
Invincible. Volume 3 (Invincible, Book 3)	Kirkman	Robert	978-1-53439-809-2	High	
Invincible. Volume 4 (Invincible, Book 4)	Kirkman	Robert	978-1-53439-808-5	High	
Invincible. Volume 5 (Invincible, Book 5)	Kirkman	Robert	978-1-53434-026-8	High	
Invincible. Volume 6 (Invincible, Book 6)	Kirkman	Robert	978-1-53435-805-8	High	
Invincible. Volume 7 (Invincible, Book 7)	Kirkman	Robert	978-1-53437-506-2	High	215
Invincible. Volume 8 (Invincible, Book 8)	Kirkman	Robert	978-1-53439-680-7	High	
Invincible. Volume 9 (Invincible, Book 9)	Kirkman	Robert	978-1-53432-801-3	High	
Kaiju no. 8. 15 (Kaiju No. 8, Book 15)	Matsumoto	Naoya	979-83-18-92169-8	High	
Kaiju no. 8. 16 (Kaiju No. 8, Book 16)	Matsumoto	Naoya	978-1-974716-74-6	High	
Kaiju no. 8. B side.1 (Kaiju No. 8: B-Side, Book 1)	Matsumoto	Naoya	978-1-974752-85-0	High	
Kaiju no. 8. B side.2 (Kaiju No. 8: B-Side, Book 2)	Matsumoto	Naoya	978-1-974758-38-8	High	
Killing Sadie	Peterson	Rachel	979-83-471-0986-9	High	
King of lost dreams (King of Dead Things, Book 2)	Holness	Nevin	978-1-66594-694-0	High	
Libertad	James	Cassandra	9780063345669	High	
Local gods	Salisbury	Melinda	9798347101450	High	
Magus of the library. 1 (Magus of the Library, Book 1)	Izumi	Mitsu	978-1-63236-823-2	High	
Magus of the library. 2 (Magus of the Library, Book 2)	Izumi	Mitsu	978-1-63236-845-4	High	
Magus of the library. 3 (Magus of the Library, Book 3)	Izumi	Mitsu	978-1-63236-846-1	High	
Magus of the library. 4 (Magus of the Library, Book 4)	Izumi	Mitsu	978-1-63236-916-1	High	
Magus of the library. 5 (Magus of the Library, Book 5)	Izumi	Mitsu	978-1-64651-213-3	High	
Magus of the library. 6 (Magus of the Library, Book 6)	Izumi	Mitsu	978-1-64651-405-2	High	
Magus of the library. 7 (Magus of the Library, Book 7)	Izumi	Mitsu	978-1-64651-582-0	High	
Mischief Girls (Mischief Girls, Book 1)	Avachat	Aashna	979-82-17-12041-3	High	
Monster, monarch, maiden	Carson	Rae	978-0-06-324420-7	High	
Morgana and Oz. 4 (Morgana and Oz, Book 4)	Miyuli		979-83-18-95531-0	High	
Murder Party	He	Cindy R.x	978-1-46426-226-5	High	

Title of Book	Last Name of Author	First Name of Author	ISBN	Minimum School Level	In district with different ISBN
Overgeard : 10 (Overgeard: 10)	Argo	Team	9798400904493	High	
Postscript	McCarthy	Cory	978-0-593-61824-0	High	
Spider-Men Worlds Collide -marvel Premier Collection+	Bendis	Brian Micael	978-1-30296-556-3	High	
Tangled roots & wild dreams	Velez	Angela	978-0-06-307188-9	High	
The apothecary diaries vol 16 (Apothecary Diaries, Book 16)	Hyuuga	Natsu	979-88-991002-0-8	High	
The apothecary diaries. 15 (Apothecary Diaries, Book 15)	Nekokurage		978-1-64609-456-1	High	
The crimson throne (Spy and Guardian)	Raasch	Sara	9781464236136	High	
The gods will sing our song	Krause	Autumn	979-82-17-02766-8	High	
The Guardians of Dreamdark : Windwitch	Taylor	Laini	979-8-89-973225-6	High	
The hardest ones to fool	Li	Christina	979-83-18-94943-2	High	
The Idaho four : an American tragedy	Patterson	James	978-0-316-57285-9	High	
The Immortal Life of Henrietta Lacks	Skloot	Rebecca	9798822690417	High	Yes
The introvert's guide to kissing in Europe	Janowitz	Brenda	9781368107082	High	
The library of lost things	Namey	Laura Taylor	9781488207228	High	
The Messi effect : how the global legend changed the future of American soccer	Tenorio	Paul	9781250364173	High	
The Silence that Binds Us	Ho	Joanna	9798331713072	High	Yes
The Visions -marvel Premier Collection+	King	Tom	978-1-30296-557-0	High	
The wreck of the Mentor : a true story of death, despair, and deliverance in the age of sail	Dolin	Eric Jay	978-1-32409-632-0	High	
To drown a witch	Olsson	Lindsey	979-82-17-00479-9	High	
Tomb Raider King: 13 (Tomb Rainder King)	San	G.	9798400903342	High	
We run the night	Mbengei	Peace	978-1-64129-750-9	High	
We're all going to die tonight!	Bane	Veronica	978-0-593-90402-2	High	
What Feeds Below	Schlote-Bonne	Tatiana	978-1-967967-24-7	High	
Wicked endeavors (Wicked Endeavors, Book 1)	Cole	Kamilah	978-0-316-59421-9	High	
Women Shaping the West Stories from Wyoming	Linton Buk	Lindsay	978-1-68555-244-2	High	
X-Men --Yesterday's X-Men -marvel Premier Collection+	Bendis	Brian Michael	978-1-30297-056-7	High	
You had me at Bigfoot (Daphne Drew Mystery, Book 1)	Allen	Nancy Campbell	978-1-63993-237-5	High	
Your fellow Americans : dispatches from across the country we call home	Santenello	Peter	9781668214343	High	
Total Number of Titles - 1889					

All ISBN formats (paperback, hardcover, ebook, audiobook, etc.) will be applied for each individual title.

Board of School Trustees
Mansfield Independent School District

TITLE: Consideration and Approval of 2024 Bond Program Final GMP Package 14 Transportation Construction and Renovations

DATE: October 27, 2026

ACTION

BACKGROUND:

Authers Building Group, LLC was awarded the Construction Manager at Risk (CMaR) Package 14 Transportation Construction and Renovations at the February 11, 2025 Board Meeting. The final Guaranteed Maximum Price (GMP) for Package P14 is $21,270,929.00.

CONSIDERATIONS:

Approve the Final GMP for Package 14 with Authers Building Group for the construction and renovations at 6th Avenue, Main St., and Danny Griffin. If approved, the NTP (Notice to Proceed) will be issued October 30, 2026 with a substantial completion date of January, 2028. Funding for the project will come from 2024 Bond Program funds.

RECOMMENDATION:

The Superintendent recommends the Board of Trustees Approve Final GMP with Authers Building Group in the amount of $21,270,929.00.

If the Board agrees, the motion will read:
"Move to Approve the Award of Final GMP – Package 14 Transportation Construction and Renovations with Authers Building Group in the amount of $21,270,929.00."

6th Avenue Maintenance Facility & Main St Facility
Mansfield ISD
10/13/2026
GMP

	TRADE	GMP	%	6th Ave GMP (Breakout)	Main St All Less Bldg 1&2 GMP (Breakout)	Main St Buildings 1&2 GMP (Breakout)	COMMENTS
	General Requirements						
01A	General Conditions	$1,346,993.00	6.20%	$1,246,558.00	$91,555.00	$8,880.00	
10C	General Requirements	$633,787.00	2.92%	$559,517.00	$67,704.00	$6,566.00	
	Existing Conditions						
02A	Demolition	$56,000.00	0.26%	$0.00	$56,000.00	$0.00	
	Concrete						
03A	Concrete	$4,118,884.00	18.95%	$3,813,568.00	$305,316.00	$0.00	
	Masonry						
04A	Masonry	$480,928.00	2.21%	$472,428.00	$8,500.00	$0.00	
	Metals						
05A	Metals	$600,045.00	2.76%	$547,671.00	$52,374.00	$0.00	
	Wood, Plastics and Composites						
06D	Finish Carpentry	$53,710.00	0.25%	$43,670.00	$10,040.00	$0.00	
	Thermal and Moisture Protection						
07A	Dampproofing and Waterproofing	$142,400.00	0.66%	$122,500.00	$19,900.00	$0.00	
07B	Foamed-In-Place Insulation	$0.00	0.00%	$0.00	$0.00	$0.00	
07C	Roofing & Sheet Metal	$319,897.00	1.47%	$319,897.00	$0.00	$0.00	
07D	Metal Panels	$0.00	0.00%	$0.00	$0.00	$0.00	
07E	Fireproofing & Firestopping	$0.00	0.00%	$0.00	$0.00	$0.00	
	Openings						
08A	Doors, Frames & Hardware	$213,530.00	0.98%	$203,690.00	$9,840.00	$0.00	
08C	Overhead Doors	$122,773.00	0.56%	$105,234.00	$17,539.00	$0.00	
08E	Glass & Glazing	$43,325.00	0.20%	$43,100.00	$225.00	$0.00	
	Finishes						
09A	Drywall/Acoustical	$258,763.00	1.19%	$253,763.00	$5,000.00	$0.00	
09B	Tiling	$48,228.00	0.22%	$48,228.00	$0.00	$0.00	
09C	Carpet/VCT/Base	$116,605.00	0.54%	$60,606.00	$55,999.00	$0.00	
09H	Resinous Flooring/ Sealed Concrete	$94,210.00	0.43%	$82,110.00	$12,100.00	$0.00	
09J	Painting & Wall Coverings	$157,093.00	0.72%	$109,699.00	$47,394.00	$0.00	
09K	Plaster/Stucco	$5,010.00	0.02%	$5,010.00	$0.00	$0.00	
	Specialties						
10A	Toilet Accessories & Partitions	$34,084.00	0.16%	$32,589.00	$1,495.00	$0.00	
10B	Visual Display Units	$19,635.00	0.09%	$19,635.00	$0.00	$0.00	
10C	Wall & Door Protection	$3,456.00	0.02%	$3,456.00	$0.00	$0.00	
10F	Fire Protection Specialties	$2,638.00	0.01%	$1,488.00	$1,150.00	$0.00	
10G	Flagpoles	$14,510.00	0.07%	$14,510.00	$0.00	$0.00	
10L	Lockers & Metal Storage Shelving	$29,112.00	0.13%	$29,112.00	$0.00	$0.00	
10S	Signage	$43,947.00	0.20%	$42,522.00	$1,425.00	$0.00	
10W	Awnings/ Canopies	$218,300.00	1.00%	$98,400.00	$119,900.00	$0.00	
	Equipment						
11A	Appliances/ Residential	$8,800.00	0.04%	$8,800.00	$0.00	$0.00	
11L	Vehicle Washing Equipment	$333,246.00	1.53%	$333,246.00	$0.00	$0.00	
11M	Fuel Equipment by Allowance	---	---	$0.00	$0.00	$0.00	Moved to Allowance as directed
	Furnishings						
12B	Window Coverings	$10,211.00	0.05%	$10,211.00	$0.00	$0.00	
	Special Construction						
13A	Metal Building Systems	$661,516.00	3.04%	$589,506.00	$72,010.00	$0.00	
	Conveying Equipment						
14A	Elevators	---	---	$0.00	$0.00	$0.00	Removed as directed
	Fire Suppression						
21A	Fire Suppression	$99,880.00	0.46%	$99,880.00	$0.00	$0.00	
	Plumbing						
22A	Plumbing	$905,516.00	4.17%	$784,616.00	$120,900.00	$0.00	Waiting on Horton
	Heating Ventilating and Air Conditioning						
23A	HVAC	$1,040,703.00	4.79%	$637,839.00	$367,864.00	$35,000.00	

6th Avenue Maintenance Facility & Main St Facility
Mansfield ISD
10/13/2026
GMP

	TRADE	GMP	%	6th Ave GMP (Breakout)	Main St All Less Bldg 1&2 GMP (Breakout)	Main St Buildings 1&2 GMP (Breakout)	COMMENTS
23C	Controls (HVAC)	$171,553.00	0.79%	$104,417.00	$55,136.00	$12,000.00	
	Electrical						
26A	Electrical	$1,368,728.00	6.30%	$786,145.00	$544,583.00	$38,000.00	Waiting on Prism
	Communications						
27A	Voice & Data	$87,047.00	0.40%	$87,047.00	$0.00	$0.00	
27B	Audio Video	$93,438.00	0.43%	$93,438.00	$0.00	$0.00	
27C	Public Address Systems	$45,941.00	0.21%	$45,941.00	$0.00	$0.00	
	Electronic Safety and Security						
28A	Fire Alarm System	$172,970.00	0.80%	$64,910.00	$78,300.00	$29,760.00	
28B	Access Controls/Security	$171,259.00	0.79%	$171,259.00	$0.00	$0.00	
	Earthwork						
31A	Earthwork	$1,021,547.00	4.70%	$960,564.00	$60,983.00	$0.00	
31B	Termite Control	$2,000.00	0.01%	$500.00	$1,500.00	$0.00	
31C	SWPPP	$95,759.00	0.44%	$85,895.00	$9,864.00	$0.00	
	Exterior Improvements						
32A	Asphalt Paving	$0.00	0.00%	$0.00	$0.00	$0.00	
32G	Fences & Gates	$318,529.00	1.47%	$295,356.00	$23,173.00	$0.00	
32L	Landscape and Irrigation	$241,468.00	1.11%	$230,726.00	$10,742.00	$0.00	
32R	Retaining Walls	$149,104.00	0.69%	$149,104.00	$0.00	$0.00	
32S	Pavement Markings	$93,988.00	0.43%	$92,714.00	$1,274.00	$0.00	
	Utilities						
33A	Site Utilities	$883,927.00	4.07%	$883,927.00	$0.00	$0.00	Waiting on River Rock
	Allowances						
34A	Elevator Cab Allowance per 142401	$0.00	0.00%	$0.00	$0.00	$0.00	Removed as directed
34B	Monument Sign	$0.00	0.00%	$0.00	$0.00	$0.00	
34C	Fueling System at 6th Ave	$1,750,000.00 [1]		$1,750,000.00	$0.00	$0.00	Added as directed
34D	Retrofit Washing Allowance at Main Street	$350,000.00 [2]		$0.00	$350,000.00	$0.00	Added as directed
34E	Fire Alarm for Bldg 1 at Main St	$120,000.00		$0.00	$0.00	$120,000.00	Added as directed
	Cost of Work Subtotal	$19,374,993.00	89.14%	$16,545,002.00	$2,579,785.00	$250,206.00	
	Contingencies						
35A	CM Contingency @ 2%	$387,500.00	1.78%	$330,900.00	$51,596.00	$5,004.00	
35B	Owner Contingency @ 2%	$387,500.00	1.78%	$330,900.00	$51,596.00	$5,004.00	
	Subtotal	$20,149,993.00	92.70%	$17,206,802.00	$2,682,977.00	$260,214.00	
	Financials						
	Building Permit						
	Preconstruction Fees						
	P&P Bond	$165,153.00	0.76%	$141,030.00	$21,990.00	$2,133.00	
	Insurances	$191,135.00	0.88%	$163,217.00	$25,450.00	$2,468.00	
	Subtotal	$20,506,281.00	94.34%	$17,511,049.00	$2,730,417.00	$264,815.00	
	Construction Manager Fee – 6%	$1,230,377.00	5.66%	$1,050,663.00	$163,825.00	$15,889.00	
	Grand Total	**$21,736,658.00**	**100.00%**	$18,561,712.00	$2,894,242.00	$280,704.00	

6th Avenue Maintenance Facility & Main St Facility
Mansfield ISD
10/13/2026
ALTERNATES AND VALUE MANAGEMENT

AUTHERS BUILDING GROUP

All Alternate & VM Pricing is inclusive of all Fee & Insurance adjustments

	DESCRIPTION	GMP	ACCEPTED	DECLINED	ACCEPTED VALUE	COMMENT
	PROJECT SUBTOTAL	$21,736,658.00			**$21,736,658.00**	
	ALTERNATES & VALUE MANAGEMENT					
1	Main St./ Danny Griffin - Provide Powered Automatic Gate(s) at Each Drive. See A1.00.	$84,358				
2	Main St./ Danny Griffin - Power Wash all existing Metal Wall Panels & Misc. Metals around perimeter of Building 03, Prep & Repaint. See A1.00	$67,262				
3	Main St./ Danny Griffin - New Fire Suppressions System (Building 3) See A1.00	$153,974	X		**$153,974.00**	Curerently reflects River Rock Utility Price
4	6th Ave/ Administration Building - Provide Additional Roof Screening at the South Elevation.	$31,165				
	Voluntary VM Recommendations					
VM-01	6th Ave & Main St. - Sawed dummy joints (6/C12.0) in lieu of contraction joints (5/C12.0)	-$88,389		X		Declined per district
VM-02	6th Ave - #3@18" OCEW in lieu of #4@18" OCEW	-$90,545		X		Declined per district
VM-03	6th Ave & Main St. - provide 26 GA PBR roof panel with exposed fasteners lieu of 24 GA standing seam. (Does not come with manufacturer weather tighness warranty)	-$75,767		X		Declined per district
VM-04	6th Ave - at wall liner locations, provide as reverse PBU 26 GA wall liner (SMP) in lieu of the 24 GA wall liner panel	-$9,604		X		Declined per district
VM-05	6th Ave & Main St. - 50% cased piers in lieu of 100% cased	-$74,376		X		Declined per district
VM-06	6th Ave - At 8" concrete paving locations, include 8" lime stabilization at 8% in lieu of flexbase	-$48,485	X		**-$48,485.00**	
VM-07	6th Ave - At 6" concrete paving locations, include 6" lime at 8% in lieu of flexbase 6th Ave - At 7" concrete paving locations, include 8" lime at 8% in lieu of flexbase	-$81,210	X		**-$81,210.00**	
VM-08	6th Ave & Main St.- Aluminum feeders in lieu of copper feeders from transformer to main panel	-$15,336				From Transformer to Main Panel
VM-09	6th Ave. - Hydromulch and temporary irrigation in lieu of sod and permanent irrigation at areas shown in green	-$51,740		X		Trees to still recvieve irrigation
VM-10	6th Ave & Main St. - Sealed concrete in lieu of resinous flooring at resinous flooring locations	-$81,685		X		We need to know what the product swap is. Epoxy Paint with Sand Grip ABG to research
VM-11	6th Ave - Reduce overall # of bus parking spots	$0		X		NEED DISTRICT INPUT New plan shows 172 EA Existing plan shows ~101 EA
VM-12	6th Ave - Eliminate the areas of parking highlighted in green. Eliminates 16 EA staff parking spots	-$35,032		X		
VM-13	6th Ave – At all current locations of 8" paving, provide 7" Paving in lieu of 8" paving	-$58,207				
VM-14	6th Ave – At all current locations of 7" paving, provide 6" Paving in lieu of 7" paving	-$111,025				
VM-15	Main St. – At all current locations of 8" paving, provide 7" Paving in lieu of 8" paving	-$6,467				
VM-16	Main St. – #4 bars @ 18" OCEW in lieu of #5 bars @ 6" OC longitudinal and #4 bars @ 12" OC transverse	-$14,013		X		
VM-17	6th Ave - 2 line galvanized pipe guardrail in lieu of custom aluminum culvert railing post with 3" diameter aluminum toprail and 4-1/2" diameter aluminum midrail as detailed on C12.5	-$70,205	X		**-$70,205.00**	
VM-18	6th Ave & Main St. - Change flush valves to manual	-$5,390				

VM-19	6th Ave - Change welded gas pipe to thread / mega press	-$12,935						
VM-20	Main St. - Eliminate all the electrical work at main street shown on E2.01, E2.02, E2.03, E2.04, E2.05.	-$134,347				X		
VM-21	6th Ave - At the maintenance building, install canopies by PEMB manufacturer in lieu of pre-fabricated canopies as listed on 107300 specification	$0						Conclusion: As drawn is most cost effective solution
VM-22	Main St. - At building 3, install canopies using 3" x 3" x 11GA posts with R-panel in lieu of pre-fabricated canopies as listed on 107300 specification	-$70,689		X			**-$70,689.00**	
VM-23	6th Ave & Main St.- at exterior wall panel locations, provide as 26 GA PBR wall panel in lieu of the 24 GA PBR wall panel	-$12,180				X		
VM-24	Stovall Corp VM - Reduction on Fuel ISland Controllers, Removing 100 AIM Modules	-$148,702				X		Pending 3rd number from United Site Services
VM-25	Gasboy site prime card reader in lieu of the fuelmaster system.	-$108,588		X			**-$108,588.00**	ERS, Pending 3rd number from United Site Servic
VM-26	Eliminate fuelmaster fmlive cell, prokee black (100 EA) prokee encoder (1 EA), aim modules, tank monitor interface options (1 EA), Aim titan single tank kit (100 EA), fm live services	-$240,526		X			**-$240,526.00**	ERS, Pending 3rd number from United Site Servic
VM-27	Main St. - Eliminate connecting drives shown on sheet C2.1 (between Main St. and Ben Barber)	-$162,764				X		Cannot be removed per MISD
	PROJECT TOTAL						**$21,270,929**	

6th Avenue Maintenance Facility & Main St Facility

Mansfield ISD

GMP

10/13/2026

QUALIFICATIONS & CLARIFICATIONS

This GMP Estimate is for the 6th Avenue Maintenance Facility & Main St Facility for Mansfield ISD,and is based upon the below listed scope of work. Should there be a discrepancy between the Construction Documents and these Clarifications and Exclusions, this document shall prevail.

	GENERAL
Excluded	Authers Building Group will be referred to as ABG throughout this document.
Clarification	The ABG bank account is intended to be used for the life of this project. Any changes to bank account information must be received in writing and confirmed via in-person meeting with the Chief Financial Officer of ABG.
Clarification	AIA Documents A133-2019; 3.2 Guaranteed Maximum Price Proposal Calculation. Fee will be included on General Conditions as the Originale Fee in the RFP was priced based on the Total Project Cost as listed in the RFP which included the cost of General Conditions.
Excluded	AIA Document A133–2019, §3.2.3.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal (To the extent provisions included in the clarifications attempt to change any term or condition included in this Agreement or the AIA A201-2017 General Conditions of the Contract for Construction, and such provision conflict with the terms stated in either of these two documents, such provision will be deemed to have no effect and will be void ab initio.)
Clarification	Mansfield ISD will need to provide a verification of funds form.
Clarification	Due to Acts of God, Pandemics, Wars, Etc., ABG excludes any and All cost burden or liquidated damages due to any delays or material acquisition challenges that may result.
Excluded	All cost burden or liquidated damages due to material acquisition challenges that may result from impacts associated with any Tariffs.
Excluded	Abatement/ Removal of Hazardous Materials
Excluded	Allowance for Building Permit Fee
Excluded	Impact fees, meters, utility fees, usage fees, rights-of-ways, connection fees, easements, tap fees, gas fees, occupancy fees and any other governmental fees
Excluded	Fees for special inspections required by the Designers, Architect/Engineer, Owner, or Government Agencies having jurisdiction over the work
Excluded	Fees for Material Testing & Inspections
Excluded	Special Environmental Testing
Excluded	Provision for environmental contaminants (Wildlife or Archaeological Finds)
Excluded	Dumpster Costs for Owner FF&E/Move-In
Clarification	Schedule is contingent upon submittals being approved and returned to ABG within 14 days
Excluded	Removal/ Replacement of existing FF&E Items prior to Demolition/ Construction.
Clarification	All Value Management costs are based on approval of the exact products, materials and construction methods proposed by ABG. Any deviations are subject to cost revisions
Clarification	All accepted Value Management must be updated on the drawings by the Architect and/ or members of their Design Team. Any Value Management deviations not updated in the Construction Documents are subject to cost revisions
Excluded	Survey for FEMA verifications, if necessary, for final occupancy slab elevations.
Excluded	AISC certification of off site steel fabrication and costs associated with inspections related to AISC requirements and SITA requirements in section 1.8/C of specification section 01 4533
Excluded	Any and all references to Design Professional or associated costs noted in 01 4533.
02A	Demolition
Excluded	Asbestos Abatement and/or replacement of finishes removed in the abatement
Clarification	Floor Prep. Glue and adhesives will be removed up to an 1/8"
Excluded	Remove and/ or relocate existing site furnishings not identified on drawings

Excluded	Hidden Conditions. Such as Additional Layers of Flooring or Above Ceilings Structures		
03A	Concrete		
Clarification	Drilled piers at structure foundations are included fully cased per the Geotechnical Report and 1/S3.01, with depth and penetration into Bearing Stratum per the Schedule found on 1/S3.01. In the event piers exceed or are less than depth indicated per 1/S3.01, the following unit prices will apply and are to be reconciled against owner contingency.		
	Lineal foot cost of additional depth		
Unit Pricing	18"	$28.00	/Lineal Foot
Unit Pricing	24"	$44.00	/Lineal Foot
Unit Pricing	Lineal foot cost of less depth		
Unit Pricing	18"	$12.00	/Lineal Foot
Unit Pricing	24"	$21.00	/Lineal Foot
Clarification	Cased drilled piers are included. Additional or deductive LF of cased piers shall be priced per the unit rates listed below.		
	Lineal foot cost of additional depth		
Unit Pricing	18"	$54.00	/Lineal Foot
Unit Pricing	24"	$65.00	/Lineal Foot
Unit Pricing	Lineal foot cost of less depth		
Unit Pricing	18"	$9.00	/Lineal Foot
Unit Pricing	24"	$13.00	/Lineal Foot
Excluded	Cost for leaving pier casing in place		
Clarification	If a cased pier goes deeper or shallower due to the change in elevation of the bearing stratum, then the Dry Unit Price and the Cased Unit Price must be combined.		
Clarification	All hot and cold weather procedures for all concrete. if required, hot/cold procedures will be addressed on a unit cost basis to be added to the contract.		
04A	Masonry		
	No items noted.		
05A	Metals		
Excluded	Any requirements for AISC Certified Fabrication or Special Inspection Testing Agency as listed in 051200 - 2.4.		
Clarification	Guardrail detailed on C12.5 was changed via VM-17, plans & specification will need to be updated accordingly.		
06D	Finish Carpentry		
	No items noted.		
07A	Dampproofing and Waterproofing		
Clarification	Paving and Sidewalk sealants have been included as silicone sealant per C12.0		
Clarification	We have included GCP Bituthene 3000 sheet applied waterproofing at the brick ledge below grade (A4.20/6 and A4.30/1)		
Excluded	All ABAA Installer certifications		
07B	Foamed-In-Place Insulation		
Clarification	No Foamed-In-Place Insulation scope has been included in this pricing.		

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07C	Roofing & Sheet Metal
Clarification	We have included fully adhere 80 mil Duro-Fleece roof system over cover board with low rise adhesive. Includes specified 20 YR NDL Warranty by Duro-Last.
07D	Metal Panels
Clarification	No Metal Panels were shown on the 6th Avenue Administration Build, all Metal Panels associated with the PEMB systems are include with Bid Package 13A.
07E	Fireproofing & Firestopping
Clarification	No Fireproofing scope has been included in this pricing.
Clarification	Firestopping of Wall, Floor, and Ceiling Penetrations at Rated Assemblies will be by the Trade that penetrates said Rated Assembly.
08A	Doors, Frames & Hardware
	No items noted.
08C	Overhead Doors
	No items noted.
08E	Glass & Glazing
	No items noted.
09A	Drywall/Acoustical
	No items noted.
09B	Tiling
	No items noted.
09C	Carpet/VCT/Base
Clarification	This proposal assumes that all existing surfaces to receive flooring will not require any remediation work such as: Moisture Barriers, Grinding, Levelling, Etc,
09H	Resinous Flooring/ Sealed Concrete
Clarification	This proposal assumes that all existing surfaces to receive flooring will not require any remediation work such as: Moisture Barriers, Grinding, Levelling, Etc,
09J	Painting & Wall Coverings
	No items noted.
09K	Plaster/Stucco
	No items noted.

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10A	Toilet Accessories & Partitions
	No items noted.
10B	Visual Display Units
	No items noted.
10C	Wall & Door Protection
	No items noted.
10F	Fire Protection Specialties
	No items noted.
10G	Flagpoles
	No items noted.
10L	Lockers & Metal Storage Shelving
	No items noted.
10S	Signage
Included	Plaque is spec'd , but is not shown on the drawings. One typical dedication plaque is included. Any additional plaques are on a unit cost basis.
10W	Awnings/ Canopies
Clarification	VM-22, Main St. - At building 3, install canopies using 3" x 3" x 11GA posts with R-panel in lieu of prefabricated canopies as listed on 107300 specification, plans & specification will need to be updated accordingly.
11A	Appliances/ Residential
	No items noted.
11L	Vehicle Washing Equipment
	No items noted at 6th Avenue
Included	Per Mansfield ISD we have include a $350k Allowance to Retrofit the existing Washing Equipment at Main St on Line Item 34D of the Summary Sheet.
11M	Fuel Equipment by Allowance
Included	The scope for this Bid Package included the following: canopy structure/ concrete footings, finishing of canopy, concrete flatwork below the canopy/ above the fuel tank area (+/- 4,852 SF) associated curbs & bollards, a complete turnkey fuel system and demolition/ removal of the existing fuel/ propane tanks is included as a $1,750,000 allowance on line item 34C per Mansfield ISD direction.
Excluded	Any remediation of contaminated soils
Clarification	If contaminated soil is encountered during construction, an additional charge will be incurred.

Clarification	The fuel system contractors who bid this project have indicated that some suppliers will require a 50% deposit at the time of order. To accommodate this, ABG will include these deposits in our pay applications to MISD as they come due. Please note that ABG is not in a position to carry these costs in advance of payment.
	VM-25 & VM-26 affect the fuel scope, plans & specification will need to be updated accordingly.
12B	Window Coverings
Clarification	Roller window shades have been included as manufactured by Draper in lieu of the specified manufacturers (Insolroll or Alta).
13A	Metal Building Systems
Clarification	PEMB manufacturer is included as Schulte Building Systems as shown on the drawings in lieu of one of the specified PEMB manufacturers listed in specification 133419.
Excluded	Third-party special inspection or testing at the fabrication plant.
Excluded	Any requirement to provide products that meet FM Global standards as is relates to the pre-engineered metal building scope listed in specification 133419.
Clarification	24 GA standing seam trapezoidal rib roof panels are included in lieu of the specified 24 GA standing seam vertical rib roof panels.
14A	Elevators
Excluded	All Elevator Work
Clarification	The retrofit of the existing elevator at Main St. / Danny Griffin Capital Improvements have been removed from this project per Mansfield ISD.
Clarification	$30,000 34A allowance for elevator cab specified in 142401 - 4.9 has been removed for this project per Mansfield ISD.
21A	Fire Suppression
Included	Wet & Dry Systems
Excluded	Any nitrogen gas or nitrogen generator to serve the dry fire suppression system.
Included	Fire Suppression at Building #3 per Alternate 3 as directed by MISD.
22A	Plumbing
	No items noted.
23A	HVAC
	No items noted.
23C	Controls (HVAC)
Clarification	Where control work is being done in an existing building we are connecting to district's existing Reliable Controls system by Enviromatic Systems.
26A	Electrical
Excluded	Lightning protection
27A	Voice & Data
	No items noted.

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27B	Audio Video
Clarification	The 244116 specification did not specify a display for the following rooms: A117, A102, and B103. We have included a Newline STV-5524-PLUS display and associated wall mount in each of these rooms. No additional AV input has been shown in the drawings in each of these rooms, therefore none are included.
27C	Public Address Systems
Clarification	Wall mounted IP speaker display (S1-01) as listed in the 275116 but not shown on the drawings. This has been excluded.
Clarification	Push to talk call button (PTT) as listed in the 275116 but not shown on the drawings. This has been excluded.
28A	Fire Alarm System
Included	Per Mansfield ISD we have include an Allowance of $120k for the FA System at Building #1 at the Main St Location on Line Item 34E of the Summary Sheet.
28B	Access Controls/Security
Clarification	This excludes any new Genetec Access Control Software as is already existing per NextGen Security.
Clarification	Dell OEM Velasea Server is included in lieu of the specified Streamvault SV-2040E-XX.
31A	Earthwork
Excluded	Unforeseen subsurface conditions - i.e. rock removal, well fields, muck, existing utilities, & foundation removal.
Clarification	Earthwork Scope is affected VM-06 & VM-07, plans & specification will need to be updated accordingly.
31B	Termite Control
	No items noted.
31C	SWPPP
	No items noted.
32G	Fences & Gates
Clarification	The electric sliding gate at the 6th Ave. facility shown as keynote 6 on sheet A1.00 has been included as a 8' tall x 42' opening v track electric sliding gate with All-O-Matic SL150 1 HP operator and required accessories.
32S	Pavement Markings
Clarification	Soft bollards shown on sheet C2.0 have been included as the following product: Eagle Manufacturing 1731 5" x 42" safety yellow plastic bollard post surface mounted to concrete pavement.
32L	Landscape and Irrigation
Excluded	Water meter & associated impact fees.
32R	Retaining Walls
Clarification	The retaining walls for this project include Milsap sandstone riprap face stone random pattern with multi-piece cap to match face stone with gray colored mortar.

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33A	Site Utilities
Excluded	Impact fees, tap fees, meter fees, or inspection fees if any required by city.
Clarification	Grouted riprap is excluded. All rip rap is included as non grouted over filter fabric per C12.5.

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

AGREEMENT made as of the 27th day of October in the year 2026
(In words, indicate day, month, and year.)

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

Mansfield Independent School District
605 East Broad Street
Mansfield, Texas 76063
Phone: (817) 299-6300

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

Authers Building Group
500 Industry Way, Ste 10
Prosper, TX 75078

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

2024 Bond Program Final GMP Package 14 Transportation Construction and Renovations

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

Huckabee & Associates, Inc.
801 Cherry Street, Suite 500
Fort Worth, Texas 76102
Phone: (817) 377-2969
Fax: (817) 377-2303

The Owner and Construction Manager agree as follows.

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

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

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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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

2024 Bond Program Final GMP Package 14 Transportation Construction and Renovations

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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2024 Bond Program
Package 14 for the construction and renovations at

6th Avenue Maintenance Facility – 900 S. 6th Ave, Mansfield, TX 76063
Main St. Facility - 1910 N. Main St., Mansfield, TX 76063

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Twenty-One Million Two Hundred Seventy Thousand Nine Hundred Twenty-Nine Dollars and No Cents ($21,270,929.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined by mutual agreement between Owner and Architect

.2 Construction commencement date:

To be determined by mutual agreement between Owner and Architect

.3 Substantial Completion date or dates:

To be determined by mutual agreement between Owner and Architect

.4 Other milestone dates:

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§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Dr. Tiffanie Spencer, Superintendent
Mansfield Independent School District

605 East Broad Street
Mansfield, Texas 76063
Phone: (817) 299-6302
Email: tiffaniespencer@misdmail.org

Rita Denton, Assistant Superintendent of Facilities and Bond Programs
Mansfield Independent School District
605 East Broad Street
Mansfield, Texas 76063
Phone: (817) 299-4345
Email: ritadenton@misdmail.org

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Geotex Engineering LLC
PO Box 855
Collinsville, TX 76233

.2 Surveyor:

MMA
519 East Border
Arlington, TX 76010

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Materials Testing:

Raba Kistner Inc
PO Box 690287
San Antonio, TX 78629-0287

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

John "Kiwi" Authers, President & CEO
Authers Building Group
500 Industry Way, Ste 10
Prosper, TX 75078

Ph: 469-965-9884
Email: kiwi@authersbuildinggroup.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

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§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

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

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, as amended, Conditions of the Contract (General, Supplementary and other Conditions) as amended, Drawings, Specifications, Addenda issued prior to execution of this Agreement, all sections of the Project Manual, other documents listed in this Agreement, Modifications issued after execution of this Agreement, the proposal signed by the Construction Manager, the request for proposals, and Construction Manager's proof of payment and performance bonds, and proof of insurance, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. Any reference to AIA Document A201-2017 in this Agreement shall be construed as the AIA Document A201-2017, as amended.

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§ 2.1.1 Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Construction Manager and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 2.1.2 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 Guaranteed Maximum Price, 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 authorized to sign documents on behalf of the Board of Trustees: Dr. Tiffanie Spencer, Superintendent of Schools, or successor.

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§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction cost limitations, as approved by the Owner's Board of Trustees, as set forth in the Contract Documents; to furnish efficient construction administration, management services, and supervision; to furnish construction services, if allowed in accordance with law; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Owner and Construction Manager shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager, Construction Manager's subcontractors, and other persons or entities employed by the Owner for the Project.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 Per Texas Government Code, Section 2269.257, if a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the Construction Manager may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

§ 2.3.3 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The recommendations and advice of the Construction Manager concerning design alternative and potential cost savings shall be subject to the review and approval of the Architect, Owner, and the Owner's professional consultant. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by, or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

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§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction, which shall satisfy Owner's time requirements; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 During the Preconstruction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 2.1.2. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction

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Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; dates of Substantial Completion and Final Completion; and the occupancy requirements of the Owner. If updated Project schedules indicate that previously-approved schedules may not be met, then the Construction Manager shall make appropriate recommendations to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues. The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications so as to facilitate the proposal of a Guaranteed Maximum Price when all elements of the Drawings and Specifications are at least ninety percent complete, unless mutually agreed otherwise by the Architect, Owner and the Construction Manager.

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§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action, and/or cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Design Development Documents or the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's Board of Trustees' consent. In the event that the quality or scope identified in the estimates are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner and are within the Owner's budget.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.8.1 The Construction Manager, in cooperation with Architect, shall conduct and prepare a wage rate survey by the means and methods prescribed by law for the purpose of complying with Section 2258, Subchapter B of the

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Texas Government Code for use in all of its and any subcontractor Work. The wage rate survey shall be submitted to the Owner's Board of Trustees for approval.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. To the extent not inconsistent with the Construction Manager's requirements under Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier. 237

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 When all elements of the Construction Documents are at least 90 percent complete, at a time mutually-agreed upon by the Owner, and the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction

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Manager's contingency described in Section 3.2.4, the general conditions; and the Construction Manager's Fee. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously-approved estimates or the Owner's budget, then the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's Board of Trustees' consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project. If the Architect is required to substantially modify the Construction Documents after approval of the Design Development Documents to bring the Work within the Owner's budget, the Construction Manager shall be liable for any Additional Services invoiced to Owner by Architect as a result of such modification.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. 238

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- **.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- **.2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- **.3** A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; general conditions; the Construction Manager's Fee;
- **.4** The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- **.5** The date of Final Completion upon which the proposed Guaranteed Maximum Price is based, which date shall not be more than thirty (30) days after the date of Substantial Completion; and
- **.6** The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum price basis.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Contingency"). The Construction Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from unforeseeable causes, or details which could not have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such unforeseeable causes or unanticipated details include, but are not limited to, refinement of details of design within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any unforeseeable causes or unanticipated details which exceed the Construction Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Owner, in Owner's sole and

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absolute discretion. In the final accounting, all supporting documentation for all uses of the Construction Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative and without additional Board of Trustees approval, but with subsequent notice to Owner's Board of Trustees. Any unused Owner's contingency shall accrue to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. As soon as feasible after Architect's preliminary approval of the Construction Manager's proposed Guaranteed Maximum Price, the Architect will prepare the Amendment forms and return them to the Construction Manager for review, signature, and return to the Owner.

§ 3.2.6 The Owner's Board of Trustees shall be allowed not less than thirty (30) days after receipt of the Construction Manager's signed Guaranteed Maximum Price Amendment to review and take action on the Amendment. Unless the Owner's Board of Trustees accepts the Guaranteed Maximum Price Amendment by Board action within thirty (30) days after District's receipt, the Amendment will not become effective. Following acceptance of a Guaranteed Maximum Price, the Owner shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. 239

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any taxes from which Owner is exempt.

§ 3.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the Entire Work as provided in the Amendment.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 The date of commencement of the Work shall mean the date of commencement of the Construction Phase, as provided in Section 8.1.2 of A201-2017.

§ 3.3.1.2 [Intentionally deleted]

§ 3.3.2 Administration

§ 3.3.2.1 Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from Subcontractors Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and obtain bids or proposals from Subcontractors for the performance of all major elements of the Work. All bids or proposals shall be sent directly to Construction Manager.

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The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal during the selection process to anyone who is not an employee of the Construction Manager, architect, engineer, or Owner. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work. Pursuant to Texas Government Code Chapter 2269, Subchapter F, if during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from a subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

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§ 3.3.2.1.1 The Construction Manager shall include the following specific notices in the information to proposers:

.1 The successful proposer's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;

.2 The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258;

.3 A notice of the sales tax exemption for the Work and the procedure for obtaining any required exemption verification or certificate;

.4 The notice regarding trench and shoring safety required by Texas Health and Safety Code Section 756.023.

§ 3.3.2.1.2 Nothing herein shall preclude the Construction Manager from including other notices required or allowed by law.

§ 3.3.2.1.3 The Construction Manager shall schedule and conduct weekly or otherwise regularly-scheduled meetings at which Owner, Architect, Construction Manager, and appropriate Subcontractors discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect. The Construction Manager shall provide periodic presentations updating the progress, quality and status of the Work to Owner's Board of Trustees, at Owner's request, at no additional cost to Owner.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment by Owner and Construction Manager, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017, including the Owner's occupancy requirements.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

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§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress, including changes to the Work approved by Owner, and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.5.1 Administrative Handling of Buyout

Within a reasonable time following execution of the Guaranteed Maximum Price Amendment and as required by the schedule, Construction Manager shall complete procurement of all of the Work on the Project and shall provide to the Owner a written accounting of any difference between the estimated Cost of the Work allocated to the work covered by each Contract bought out, and the difference if any, in the amom1ts actually contracted for in connection with the same work, whether positive or negative ("Buy-Out Difference"). As the various divisions of work are bought out, if the Contract for any catego1y of work on buyout is less than the amom1t estimated for that same work in the Guaranteed Maximum Price Proposal, the amount of the Buy-Out Difference shall be accounted for in a Buyout Report, to be delivered to the Architect monthly with the Construction Manager's monthly payment applications.

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§ 3.3.2.5.2 The Buyout Report prepared as described herein, shall be submitted with each Application for Payment by the Construction Manager, showing additions and deletions (applications of the Buyout funds to other line items) since the prior payment application. Receipt of such Buyout Report by the Architect shall be a condition precedent to the Architect's certification of the Application for Payment. The revised line items shall also be reflected on the Schedule of Values, so that the bottom line Guaranteed Maximum Price (including any changes by Change Order) remains the same throughout the Construction Phase.

§ 3.3.2.5.3 As each division of work is bought out, the Construction Manager shall provide, with its next scheduled payment application:

.1 a copy of the Buyout Report showing the changes from the prior month; and

.2 an executed copy of the CMAR-Subcontractor Agreement entered with the selected Subcontractor for any portion of the Work bought out during the month for which the Payment Application is submitted. The copy of the Subcontract Agreement shall be provided regardless of whether the amount reflected therein is the same, greater or less than the estimated line item for that Work. In any event the difference, if any, shall be reflected on the Buyout Report for that month.

.3 If all of the work allocated to a Subcontractor in the Guaranteed Maximum Price is not bought out at the same time, a copy of any later Change Order to the Subcontract shall be provided with the Construction Manager's next monthly payment application after the applicable buy out, in lieu of the Subcontract.

§ 3.3.2.5.4 If the Subcontract for any category of work on buyout is greater than the amount estimated for that same work in the Guaranteed Maximum Price Proposal, the Construction Manager may deduct the shortfall amount from the balance shown in the Buyout Report, and apply the funds to the catego1y of work for which the shortfall is attributable. This application transaction shall be documented in the Buyout Report delivered with Construction Manager's next Payment Application.

§ 3.3.3 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Construction Manager shall fully comply, and shall require any applicable subcontractor to comply, with:

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work.

.2 The special shoring requirements, if any, of the Owner.

.3 Any geotechnical information obtained by Owner for use by the Construction Manager in the design of the trench safety system.

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§ 3.3.4 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. Said cost shall be included within the Guaranteed Maximum Price.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 [Intentionally deleted]

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs, including the Owner's Contingency as provided in Section 3.2.4. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality. 242

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. Such documents shall be provided for information only and are not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precautions relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Construction Manager shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law or 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.

§ 4.1.4.2 The Owner shall furnish surveys as provided in Section 2.2.3 of AIA A201-2017.

§ 4.1.4.3 Unless provided by the Architect by agreement with the Owner, the Owner, when such services are reasonably required by the scope of the Work, and are requested by the Architect or Construction Manager and approved by the Owner, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner may also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's reasonable written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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§ 4.2 Owner's Board of Trustees shall designate one or more authorized representatives to act on its behalf in the day-to-day administration of the Project, to issue stop work orders, and to authorize expenditures within the Owner's contingency. The Board designates as its authorized representatives, the following individuals: Dr. Tiffanie Spencer, Superintendent of Schools, or her designee.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner may determine to be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Construction Manager shall furnish all legal, insurance, and accounting services that Construction Manager may determine to be necessary to meet Construction Manager's needs and interests.

§ 4.3 The Construction Manager's services shall be provided in conjunction with the services of an Architect. The terms of the agreement between the Owner and Architect shall be available for inspection by the Construction Manager upon request.

§ 4.4 Inspection And Testing

Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement. Pursuant to Texas Government Code Section 2269.058, the Owner shall provide or contract for, independently of the Construction Manager, construction materials engineering, and testing and inspection services necessary for acceptance of the Work by Owner.

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ARTICLE 5 [INTENTIONALLY DELETED]

~~**§ 5.1.3** If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall~~

~~Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~

~~%~~

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee, plus the general conditions, the total of which shall not exceed the Guaranteed Maximum Price.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Six Percent (6%)

The fee shall be calculated as a percentage of the Cost of the Work.

The Construction Manager's Fee shall be six percent (6%) of the Cost of Work. For purposes of establishing the Guaranteed Maximum Price, the Construction Manager's Fee shall be calculated on the estimated Cost of the Work, inclusive of the Construction Manager's Contingency and the Owner's Contingency, as set forth the the Guaranteed Maximum Price Amendment. Upon Final Completion and the and the final accounting described in Section 11.2, any unused portion of the Construction Manager's Contingency and the Owner's Contingency shall be credited to the Owner, and the Construction Manager's Fee Shall be adjusted to six percent (6%) of the final Cost of the Work, as adjusted by the Change Orders. Any resulting reduction in the Construction Manager's Fee shall be credited to the Owner in the final Application for Payment. 244

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Only by agreement of Owner's Board of Trustees

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See AIA Document A201-2017, Section 7.1.4.

§ 6.1.5 General Conditions. All charges, if any, for general conditions (costs to be reimbursed) shall be delineated separately in the Guaranteed Maximum Price Amendment, and may include only the following: on-site Project Manager; on-site Project and Site Superintendents; on-site Assistant Superintendents; minor work that may be included in the general conditions as allowed by Texas Government Code Section 2269.255; office trailer expenses; on-site sanitary facilities; project sign; safety/first aid; on-site technology; temporary water and power; project site office supplies and office equipment; plan reproduction; construction photographs; dumpsters; final clean-up; equipment rental; fuel; small tools; and items described in more detail below.

§ 6.1.6 Rental rates for Construction Manager-owned equipment shall be subject to the Owner's prior approval and shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.7 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

§ 6.1.8 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries, for Construction Manager's on-site Project Manager, on-site Project and Site Superintendents, on-site Assistant Superintendents, and Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

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§ 6.1.9 Actual rental charges for temporary facilities, machinery, equipment and hand tools not included in Section 6.5.1 and not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal.

§ 6.1.10 The general conditions shall not include the following: all reimbursement for profit; indirect costs; all telephone bills for all personnel; all facsimile charges; home office personnel and benefits assigned to the Project; home office overhead and expenses; home office personnel relocation; all home office accounting, audit, legal and data processing fees and expenses; and all travel, meals and lodging.

§ 6.1.11 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to substantially complete the work within the allotted times, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement. 245

.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to $1,500.00 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

.3 Timely Final Completion is an essential condition of this Agreement. Construction Manager agrees to achieve Final Completion of the Agreement within 60 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of $500.00 per day. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

.4 Such damages shall be in addition to, and not in lieu of, any other rights, claims or remedies Owner may have against Construction Manager. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 6.1.12 Other:

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(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents and the Dates of Substantial Completion and Final Completion shall be subject to adjustment as provided in the Construction Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Should the final audited Contract Sum be less than the Guaranteed Maximum Price, then the difference between the Contract Sum and the Guaranteed Maximum Price shall be considered as savings to the Owner, and Owner shall have no obligation to pay same to the Construction Manager. Construction Manager shall also consider as savings to the Owner all unused funds from any Contingency account. The Construction Manager shall not participate in any savings; all savings shall be credited to Owner.

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§ 6.3 Changes in the Work

§ 6.3.1 The Owner, with Board of Trustees' approval, if appropriate, may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. Either the Construction Manager or the Owner, as appropriate, may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Increases or decreases, if any, to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee may be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean the following direct, actual and verifiable costs reasonably and necessarily incurred by the Construction Manager in the proper performance of the Work, except those costs compensated as general conditions under § 6.1.5. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Cost of the Work that exceeds the Guaranteed Maximum Price shall be borne by the Construction Manager.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior written approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

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§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform any portion of the construction of the Work at the site or, with the Owner's prior written approval, at off-site workshops, to the extent allowed by Texas Government Code Sections 2269.255 or 2269.275.

§ 7.2.2[Intentionally deleted]

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and, to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

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§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for employment-related taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3, to the extent not compensated under general conditions.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 3.3.2.1, as amended, shall be treated as Work performed by a Subcontractor under this Section. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted by the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 6 of this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and Owner-approved storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Except for items included as general conditions, costs of transportation, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not

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customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 [Intentionally deleted]

§ 7.5.3 To the extent not compensated under general conditions, costs of removal of debris from the site of the Work and its proper and legal disposal, other than final clean-up.

§ 7.5.4 To the extent not compensated under general conditions, costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

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§ 7.6 Miscellaneous Costs

§ 7.6.1 To the extent not compensated under general conditions, premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 [Intentionally deleted]

§ 7.6.1.2 [Intentionally deleted]

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority for materials that are related to the Work, but not incorporated into the Work, and for which the Construction Manager is liable and Owner is not exempt. Construction Manager shall be obligated to take reasonable care to obtain all applicable tax exemptions.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents and paid by the Construction Manager; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 [Intentionally deleted]

§ 7.6.6 [Intentionally deleted]

§ 7.6.7 [Intentionally deleted]

§ 7.6.8 Deposits lost for causes directly resulting from the Owner's wrongful actions or decisions.

§ 7.6.9 [Intentionally deleted]

§ 7.6.10 [Intentionally deleted]

§ 7.6.11 [Intentionally deleted]

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§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 [Intentionally deleted]

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9, or other provision of or amendment to this Agreement. However, notwithstanding anything in Article 7 to the contrary, no reimbursable cost or expense will be paid again if it is also included and paid in any general conditions amount submitted by Construction Manager.

§ 7.8 Related Party Transactions

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[Intentionally deleted.]

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** [Subsection intentional deleted];
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- **.9** [Intentionally Deleted]
- **.10** [Intentionally Deleted]
- **.11** Storage costs, unless with prior written owner approval;
- **.12** All costs intentionally excluded in Article Section 6 above, including all subsections; and
- **.13** All items included in either general conditions under Section 6.1.5 above, or the Construction Manger's Fee in Section 6.1.2. above.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work, and which conform to the Contract Documents, which discounts, rebates, and refunds shall accrue to the benefit of the Owner. Cash Discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

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ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner. 250

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from Subcontractors Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and obtain bids or proposals from Subcontractors for the performance of all major elements of the Work. All bids or proposals shall be sent directly to Construction Manager.

§ 9.4 The Construction Manager shall include the following specific notices in the information to proposers:

- **.1** The successful proposer's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;
- **.2** The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258;
- **.3** A notice of the sales tax exemption for the Work and the procedure for obtaining any required exemption verification or certificate;
- **.4** The notice regarding trench and shoring safety required by Texas Health and Safety Code Section 756.023; and
- **.5** The following shall be included in any information to proposers, Request for Proposals, or Bid Documents:

"By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, the Construction Manager, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract."

§ 9.5 Nothing herein shall preclude the Construction Manager from including other notices required or allowed by law.

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§ 9.6 The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal during the selection process to anyone who is not an employee of the Construction Manager, architect, engineer, or Owner. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work. Pursuant to Texas Government Code Chapter 2269, Subchapter F, if during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from a subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

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§ 9.7 Per Texas Government Code Section 2269.257, if a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the Construction Manager may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors, and other representatives shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ten (10)years after the date of Final Completion, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect and Program Manager, if applicable, approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager, if applicable, may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. The Owner shall have the right to withhold from payments due Construction Manager such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Construction Manager or failure of Construction Manager to perform Construction Manager's obligations under this Contract. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The

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Architect and Program Manager, if applicable, shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager, if applicable, to the Construction Manager within thirty (30) days,of receipt of the Certificate for Payment from the Architect and Program Manager, unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025. ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager 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.~~

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Construction Manager's subcontractors and suppliers after payment. The Construction Manager shall promptly pay all bills validly due and owing for labor and material performed and furnished by others in connection with the performance and construction of the Work.

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§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed Maximum Price among: (1) the various portions or classifications of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee. The Construction Manager's fee shall be shown as a separate line item on the schedule of values.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Program Manager, if applicable, may require. The format and tracking method of the original schedule of values and of all updates to the schedule of values shall be subject to the approval of the Architect and Program Manager, if applicable. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment. If at any time, the amount shown on the schedule of values exceeds the Guaranteed Maximum Price allocable to that portion or classification of the Work, then the amount payable to Construction Manager by Owner shall be reduced by the amount of such excess.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion or classification of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) classification on the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

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.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion or classification of the Work by the share of the Guaranteed Maximum Price allocated to that portion or classification of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by: 253

.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 Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager 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;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors, accounts, or other representatives in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8;

.7 Subtract retainage of five percent (5%) of the remaining amount, including the Construction Manager's Fee, of the progress payment;

.8 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201- 2017, as amended.

.2 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 due Construction Manager at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims;

.4 Subtract withheld payments pursuant to Section 11.1.3.

§ 11.1.7.3 Payment for materials and/or equipment stored on or off the site shall be conditioned upon submission by the Construction Manager of bills of sale or such other 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 (naming the Owner as additional insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Construction Manager for down payments, deposits, or other advance payments for materials or equipment. Payments shall be made on account of materials and equipment (a) incorporated in the Work, (b) suitably stored at the Project site, or (c) suitably stored at some off-site location provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety;

.2 The location must be a bonded warehouse;

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.3 The Surety must agree, in writing, to each request for payment; and

.4 The Construction Manager must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area.

§ 11.1.7.4 In the event of Contract termination or default by the Construction Manager, the items stored off the site, upon which payment has been made, will be promptly turned over to the Owner or Owner's designated representative at a location near the Project site as directed by the Owner or Owner's designated representative. The full provisions of Performance and Payment Bonds on this Project cover the materials stored off the site in every respect as though they were stored on the Project site.

§ 11.1.8 Retainage

§ 11.1.8.1 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.)

5%

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Retainage is managed in conformance with Texas Government Code Chapter 2252, subchapter B.

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be subject to written consent of the Construction Manager's Surety, and as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Final Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Final Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Construction Manager shall submit a claim in accordance with Article 15 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site. If the Construction Manager wishes to bill for materials or equipment which cannot be stored on site, the Construction Manager shall, along with the request for approval, provide evidence of purchase, evidence of delivery in good order without damage, and a certificate of insurance specifically covering the material identified by way of serial numbers, bill of lading, and copy of signature of receipt of materials and photography showing material. The Construction Manager shall also require, at the Owner's request, proof that the facility at which the materials or equipment is stored is bonded. Security and protection from theft and damage remains on the Construction Manager as the first line of accountability and financial responsibility. Delays due to issues arising from stored materials shall not be considered as reasonable justification to release the Construction Manager from meeting the schedule unless the Owner agrees to such delay in writing in advance of notification to the Owner of any delay.

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§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. The percentage of retainage held on Subcontracts shall be the same percentage of retainage withheld from Construction Manager. The Construction Manager shall execute subcontracts that contain the same terms and conditions as those contained in this Agreement.

§ 11.1.12 In submitting Construction Manager's Applications for Payment, Construction Manager shall be responsible for all errors or omissions. Owner shall not be responsible for Construction Manager's errors or omissions.

§ 11.2 Final Payment

§ 11.2.1 Final payment for each Work, if multiple Project(s), shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, including the Construction Manager's responsibility to correct Work except for the Construction Manager's responsibility to satisfy other requirements, if any, which Owner agrees in writing necessarily extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment that are certified by Construction Manager and reviewed and approved by the Owner's auditors or other representatives;
- **.3** a final Certificate for Payment has been issued by the Architect and approved by Program Manager, if applicable in accordance with Section 11.2.2.2;
- **.4** The Construction Manager certifies to the Owner that the Project, to the best of the Construction Manager's knowledge, has been constructed in general accordance with Architect's Construction Documents. The certificate shall be the Texas Education Agency's Certification of Project Compliance, signed by a duly authorized officer of the Construction Manager and properly notarized.
- **.5** Construction Manager has provided all documents required by Section 9.10.2 of AIA Document A201-2017; and
- **.6** Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

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§ 11.2.2 Within sixty (60)days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' or other representatives' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' or other representatives' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 12 without a further decision of the Architect.. Unless otherwise agreed in the Contact Documents, a demand for mediation or other dispute resolution as provided in the Contract Documents, of the disputed amount shall be made by the Construction Manager within the timeline established in Section 15.2 of A201-2017 after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this time period shall result in the substantiated amount reported by the Owner's auditors or other representatives becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after Board approval. The Construction Manager must certify completion of all Work, including all listed in Section 9.10.2 of the AIA Document A 201-2017 for the Project, cleanup, and delivery of record documents prior to or with the Application for Final Payment.

§ 11.2.3.1 The amount of the final payment shall be calculated as follows:

.1 Begin with the actual Cost of the Work substantiated by the Construction Manager's final accounting, which includes deductions for all discounts and unused contingencies, and construction savings achieved in the Cost of the Work, if applicable.

.2 Add the actual expended general conditions substantiated by the Construction Manager's final accounting, which includes savings to the Owner for unused general conditions.

.3 Add the Construction Manager's Fee.

.4 Subtract amounts, if any, for which Architect or Owner disputes, refuses or withholds payment, if any.

.5 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then subtract all such liquidated damages, amounts and fees.

.6 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then subtract such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

.7 Subtract all previous payments made by the Owner.

.8 In no event shall the total of subsections .1, .2, and .3 above exceed the Guaranteed Maximum Price.

.9 If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner, plus interest as allowed by law.

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§ 11.2.4 If, subsequent to final payment, and at the Owner's prior written request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, that are not excluded by Section 7.9, to correct defective or nonconforming Work that is not the fault of the Construction Manager or arising from the resolution of a dispute, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

§ 11.3 Interest

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 maximum rate permitted by law, in accordance with Texas Government Code Chapter 2251.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim by the Construction Manager regarding any matter between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision or recommendation by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution.

§ 12.1.2

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§ 12.1.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provision of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Construction Manager's or Architect's opportunity to cure.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but 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 Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

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[ ] Other: *(Specify)*

If the Owner and Construction Manager 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 with proper venue being the county where the Project is located.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that

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Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination. 258

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

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(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price, if established and Contract Time may be increased as provided in Article 14 of AIA Document A201–2017.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201–2017. 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.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. The Construction Manager shall not assign this Agreement or the Contract in whole or in part without the prior written consent of the Owner's Board of Trustee.. If Construction Manager attempts to make such an assignment without such consent, the Construction Manager shall nevertheless remain legally responsible for all obligations under the Contract. This does not prevent Construction Manager from engaging subcontractors to perform various phases of the Project in accordance with law, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors. 259

§ 14.2.2 [Intentionally deleted]

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall purchase and maintain insurance as required by Article 11, A201-2017 as amended for this Project, to protect Construction Manager and Owner against all claims, damages, lawsuits, indemnities, or other actions which may arise out of or result from the Construction Manager's operations under this Contract, whether such operations are by Construction Manager, or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Prior to performing the Work, the Construction Manager shall provide separate performance and payment bonds in accordance with AIA Document A201- 2017 Section 11.5.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) for each occurrence and Two million dollars and no cents ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned, hired, or any other vehicles used, by the Construction Manager with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) than those stated below per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

(Note: Texas statutory minimum for school districts is $100,000 per person, $300,000 per occurrence, and $100,000 property damages.) Such minimum limits shall be stated as follows, or in a combined single limit policy in the amount of at least $1,000,000.

.1 Bodily Injury (per person) $ 1,000,000.00
.2 Bodily Injury (per accident) $ 1,000,000.00
.3 Property Damage $ 1,000,000.00
.4 Aggregate $ 1,000,000.00

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§ 14.3.1.3 The Construction Manager may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Umbrella Excess Liability coverages shall be in at least the following amounts:

.1 $ One times the contract amount for all contracts exceeding $1,000,000 up to $10,000,000 total limit (each occurrence and aggregate)

§ 14.3.1.5 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One million dollars and no cents ($ 1,000,000.00) each accident, One million dollars and no cents ($ 1,000,000.00) each employee, and One million dollars and no cents ($ 1,000,000.00) policy limit.

§ 14.3.1.5.1 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory worker's compensation insurance coverage for the Construction Manager's employees providing services on a Project is required for the duration of the Project. 260

§ 14.3.1.5.2 Duration of the Project. Include the time from the beginning of the Work on the project until the Construction Manager's Work on the Project has been completed and accepted by the Owner.

§ 14.3.1.5.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Construction Manager has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

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

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

§ 14.3.1.5.6 The Construction Manager must provide a certificate of coverage to the Owner prior to being awarded the Contract.

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

§ 14.3.1.5.8 The Construction Manager shall obtain from each person providing services on the Project, and provide to the Owner:

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

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

§ 14.3.1.5.9 The Construction Manager shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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§ 14.3.1.5.10 The Construction Manager shall notify the Owner, in writing by certified mail or personal delivery, within ten (10) days after Construction Manager knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

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

§ 14.3.1.5.12 The Construction Manager shall contractually require each person with whom it contracts to provide services on the Project to:

- **.1** Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the stator requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project:
- **.2** Provide to the Construction Manager, 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;
- **.3** Provide the Construction Manager, 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;
- **.4** Obtain from each other person with who it contracts, and provide to the Construction Manager:
  - **.1** A certificate of coverage, prior to the other person beginning work on the Project; and
  - **.2** 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.
- **.5** Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- **.6** Notify the Owner in writing by certified mail or persona 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
- **.7** Contractually require each person with whom it contracts to perform as required by items 1 - 6, with the certificates of coverage to be provided to the person for whom they are providing services.

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

§ 14.3.1.5.14 The Construction Manager's failure to comply with any of these provisions is a breach of contract by the Construction Manager that entitles the Owner to declare the Contract void if the Construction Manager does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

§ 14.3.1.5.15 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued or delivery, or renewed on or after January 1, 1996. 28 TAC Section 110.110(i).

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

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Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner, Owner's Program Manager, and Architect as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in 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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents. 262

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 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.)

§ 14.5 Other provisions:

§ 14.5.1 Criminal History Checks

So that Owner can obtain the national criminal history record information required by Texas Education Code Chapter 22.08341 on all "covered employees," (as defined in Section 3.4.6.3.) of Construction Manager, its subcontractors, or any subcontracting entities who will perform the Work, Construction Manager shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Construction Manager's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Construction Manager. Construction Manager shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 14.5.2 Construction Manager will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Construction Manager receives information that a covered employee has a reported disqualifying criminal history, then Construction Manager will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Construction Manager agrees to discontinue using that covered employee to provide services on Owner's Project. If Construction Manager has taken precautions or imposed conditions to ensure that the employees

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of Construction Manager and any subcontractor will not become covered employees, Construction Manager will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 14.5.3 For the purposes of this Section, "covered employees" means employees, agents, or applicants of Construction Manager who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means: any conviction or other criminal history information designed by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

§ 14.5.4 On request of Owner, Construction Manager shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Construction Manager and all subcontractors. Construction Manager shall update this list on Owner's request.

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§ 14.5.5 On request of Owner, Construction Manager shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Construction Manager and all subcontractors. Construction Manager shall update this list on Owner's request.

§ 14.5.6 Owner's Additional Requirements Related To Criminal Histories. In addition, as provided in Section 3.4.6.1 above, Owner or Construction Manager will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Construction Manager, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Construction Manager shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present.

§ 14.5.7 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by the Construction Manager of any of the provisions of this Agreement shall impair any such right or power or be construed to a lender providing financing for be a waiver thereof. A waiver of any breach by either of the parties of any covenant, condition or agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.5.8 Construction Manager shall require all construction workers, whether Construction Manager's own forces, or the forces of Construction Manager's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall have identification of the construction worker by number or other identifying medium in a typeface large enough to be seen from a reasonable distance.

§ 14.5.9 By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 14.5.10 Construction Manager 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 authorized by law.

§ 14.5.11 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of

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the remainder of this Agreement. Governing law and venue shall be as specified in AIA Document A201-2017 Section 13.1.

§ 14.5.12 By executing this Agreement, Construction Manager verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Construction Manager is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is $100,000 or more, the Construction Manager represents and warrants to the Owner that the Construction Manager does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 14.5.13 Construction Manager 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 Construction Manager has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

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§ 14.6

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Construction Manager agrees to be bound by the following terms if the Contract has a stated expenditure of at least $1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least $1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Construction Manager and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Construction Manager that Construction Manager provide that information to the District.

.2 The Construction Manager must:

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

.2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Construction Manager upon request of the District; and,

.3 On completion of the Contract, either:

.1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Construction Manager; or

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

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

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

.5 If Construction Manager fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Construction Manager in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Construction Manager fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

.6 If Construction Manager is not a sole proprietorship, has ten (10) or more employees, and the value of Construction Manager's bid or proposal has a value of $100,000 or

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more, Construction Manager certifies by submitting Construction Manager's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.

7. As required by Texas Government Code Ann. Chapter 2274, if Construction Manager has ten (10) or more employees, is not a sole proprietorship, and if the value of Construction Manager's bid or proposal has a value of $100,000 or more, Construction Manager certifies by submitting Construction Manager's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

§ 14.7 The Construction Manager verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Contract represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. 265
This Contract may be amended only by written instrument signed by both Owner and Construction Manager. If any portion of this Contract is determined to be invalid, unenforceable, or void, then that portion shall be severed, and all other portions of this Contract shall remain in full force and effect.

§ 15.2 The following documents are included in the Contract, in addition to those listed in Section 1.1:

.1 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, as amended

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as amended

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended

.5

[Subsection intentionally deleted]

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 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 bidding requirements such as an advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, the Construction Manager's bid, portions of Addenda relating to bidding or proposal

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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 Contract. Any such documents should be listed here only if intended to be part of the Contract Documents.)

RFP/CONTRACTOR'S PROPOSAL

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

MANSFIELD INDEPENDENT SCHOOL DISTRICT	Authers Building Group
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
BY: Dr. Tiffanie Spencer, Superintendent	BY: John "Kiwi" Authers, President & CEO
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A133® – 2019

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 14:24:00 CDT on 10/26/2026.

PAGE 1:

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AGREEMENT made as of the 27th day of October in the year 2026

Mansfield Independent School District
605 East Broad Street
Mansfield, Texas 76063
Phone: (817) 299-6300

Authers Building Group

500 Industry Way, Ste 10
Prosper, TX 75078

2024 Bond Program Final GMP Package 14 Transportation Construction and Renovations

Huckabee & Associates, Inc.
801 Cherry Street, Suite 500
Fort Worth, Texas 76102
Phone: (817) 377-2969
Fax: (817) 377-2303

PAGE 2:

2024 Bond Program
Package 14 for the construction and renovations at

6th Avenue Maintenance Facility – 900 S. 6th Ave, Mansfield, TX 76063
Main St. Facility - 1910 N. Main St., Mansfield, TX 76063

-

2024 Bond Program Final GMP Package 14 Transportation Construction and Renovations

PAGE 3:

Twenty-One Million Two Hundred Seventy Thousand Nine Hundred Twenty-Nine Dollars and No Cents ($21,270,929.00)

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To be determined by mutual agreement between Owner and Architect

To be determined by mutual agreement between Owner and Architect

To be determined by mutual agreement between Owner and Architect

PAGE 4:

~~.2 Civil Engineer:~~

Geotex Engineering LLC

PO Box 855

Collinsville, TX 76233

.2 Surveyor:

MMA

519 East Border

Arlington, TX 76010

Materials Testing:

Raba Kistner Inc

PO Box 690287

San Antonio, TX 78629-0287

John “Kiwi” Authers, President & CEO

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500 Industry Way, Ste 10
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The Contract Documents consist of this Agreement, as amended, Conditions of the Contract (General, Supplementary and other Conditions) as amended, Drawings, Specifications, Addenda issued prior to execution of this Agreement, all sections of the Project Manual, other documents listed in this Agreement, ~~and~~ Modifications issued after execution of this Agreement, the proposal signed by the Construction Manager, the request for proposals, and Construction Manager's proof of payment and performance bonds, and proof of insurance, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. Any reference to AIA Document A201-2017 in this Agreement shall be construed as the AIA Document A201-2017, as amended.

§ 2.1.1 Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Construction Manager and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 2.1.2 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 Guaranteed Maximum Price, 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 authorized to sign documents on behalf of the Board of Trustees: Dr. Tiffanie Spencer, Superintendent of Schools, or successor.

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The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction cost limitations, as approved by the Owner's Board of Trustees, as set forth in the Contract Documents; to furnish efficient construction administration, management services, and supervision; to furnish construction services, if allowed in accordance with law; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Owner and Construction Manager shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager, Construction Manager's subcontractors, and other persons or entities employed by the Owner for the Project.

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section ~~1.8, Building Information Model Use and Reliance; Section~~ 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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§ 2.3.2 Per Texas Government Code, Section 2269.257, if a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the Construction Manager may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

§ 2.3.3 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The recommendations and advice of the Construction Manager concerning design alternative and potential cost savings shall be subject to the review and approval of the Architect, Owner, and the Owner's professional consultant. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by, or made known to the Construction Manager as a request for information in such form as the Architect may require.

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§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction, which shall satisfy Owner's time requirements; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written~~building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, ~~reliance,~~ and exchange of digital data~~, including building information models for the Project~~.

§ 3.1.3.4 During the Preconstruction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 2.1.2. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely

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completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; ~~and the occupancy requirements of the Owner~~ dates of Substantial Completion and Final Completion; and the occupancy requirements of the Owner. If updated Project schedules indicate that previously-approved schedules may not be met, then the Construction Manager shall make appropriate recommendations to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues. The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications so as to facilitate the proposal of a Guaranteed Maximum Price when all elements of the Drawings and Specifications are at least ninety percent complete, unless mutually agreed otherwise by the Architect, Owner and the Construction Manager.

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§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action~~.~~, and/or cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Design Development Documents or the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's Board of Trustees' consent. In the event that the quality or scope identified in the estimates are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner and are within the Owner's budget.

§ 3.1.8.1 The Construction Manager, in cooperation with Architect, shall conduct and prepare a wage rate survey by the means and methods prescribed by law for the purpose of complying with Section 2258, Subchapter B of the Texas Government Code for use in all of its and any subcontractor Work. The wage rate survey shall be submitted to the Owner's Board of Trustees for approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. To the extent not inconsistent with the Construction Manager's requirements under Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

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§ 3.2.1 ~~At a time to be mutually~~ When all elements of the Construction Documents are at least 90 percent complete, at a time mutually-agreed upon by the Owner, and the ~~Construction Manager~~Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, the general conditions; and the Construction

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Manager's Fee ~~described in Section 6.1.2~~. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously-approved estimates or the Owner's budget, then the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's Board of Trustees' consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project. If the Architect is required to substantially modify the Construction Documents after approval of the Design Development Documents to bring the Work within the Owner's budget, the Construction Manager shall be liable for any Additional Services invoiced to Owner by Architect as a result of such modification.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. ~~Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.~~

.3A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; ~~and~~ general conditions; the Construction Manager's Fee;

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.5A The date ~~by~~ of Final Completion upon which the ~~Owner must accept the Guaranteed Maximum Price~~proposed Guaranteed Maximum Price is based, which date shall not be more than thirty (30) days after the date of Substantial Completion; and

.6The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum price basis.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Contingency"). The Construction Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from unforeseeable causes, or details which could not have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such unforeseeable causes or unanticipated details include, but are not limited to, refinement of details of design within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any unforeseeable causes or unanticipated details which exceed the Construction Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Owner, in Owner's sole and absolute discretion. In the final accounting, all supporting documentation for all uses of the Construction Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative and without additional Board of Trustees approval, but with subsequent notice to Owner's Board of Trustees. Any unused

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Owner's contingency shall accrue to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. As soon as feasible after Architect's preliminary approval of the Construction Manager's proposed Guaranteed Maximum Price, the Architect will prepare the Amendment forms and return them to the Construction Manager for review, signature, and return to the Owner.

§ 3.2.6 ~~If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager~~ The Owner's Board of Trustees shall be allowed not less than thirty (30) days after receipt of the Construction Manager's signed Guaranteed Maximum Price Amendment to review and take action on the Amendment. Unless the Owner's Board of Trustees accepts the Guaranteed Maximum Price Amendment by Board action within thirty (30) days after District's receipt, the Amendment will not become effective. Following acceptance of a Guaranteed Maximum Price, the Owner shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price ~~all sales, consumer, use and similar taxes for the Work provided by the~~ any taxes from which Owner is exempt.

§ 3.2.10The Construction Manager ~~that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed~~shall diligently prosecute and achieve Substantial and Final Completion of the Entire Work as provided in the Amendment.

§ 3.3.1.1 ~~For purposes of Section 8.1.2 of A201–2017, the~~The date of commencement of the Work shall mean the date of commencement of the Construction Phase, as provided in Section 8.1.2 of A201-2017.

§ 3.3.1.2 ~~The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.~~[Intentionally deleted]

§ 3.3.2.1 ~~The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect~~Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from Subcontractors Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and obtain bids or proposals from Subcontractors for the performance of all major elements of the Work. All bids or proposals shall be sent directly to Construction Manager.

The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal during the selection process to anyone who is not an employee of the Construction Manager, architect, engineer, or Owner. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such

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payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work. Pursuant to Texas Government Code Chapter 2269, Subchapter F, if during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from a subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

§ 3.3.2.1.1 The Construction Manager shall include the following specific notices in the information to proposers:

.1The successful proposer's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;

.2The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258;

.3A notice of the sales tax exemption for the Work and the procedure for obtaining any required exemption verification or certificate;

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.4The notice regarding trench and shoring safety required by Texas Health and Safety Code Section 756.023.

§ 3.3.2.1.2 Nothing herein shall preclude the Construction Manager from including other notices required or allowed by law.

§ 3.3.2.1.3 The Construction Manager shall schedule and conduct weekly or otherwise regularly-scheduled meetings at which Owner, Architect, Construction Manager, and appropriate Subcontractors discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect. The Construction Manager shall provide periodic presentations updating the progress, quality and status of the Work to Owner's Board of Trustees, at Owner's request, at no additional cost to Owner.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment by Owner and Construction Manager, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017, including the Owner's occupancy requirements.

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress, including changes to the Work approved by Owner, and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

~~ARTICLE 4 OWNER'S RESPONSIBILITIES~~

~~§ 4.1 Information and Services Required of the Owner~~

~~§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements~~§ 3.3.2.5.1 Administrative Handling of Buyout

Within a reasonable time following execution of the Guaranteed Maximum Price Amendment and as required by the schedule, Construction Manager shall complete procurement of all of the Work on the Project and shall provide to the Owner a written accounting of any difference between the estimated Cost of the Work allocated to the work covered by each Contract bought out, and the difference if any, in the amom1ts actually contracted for in connection with the same work, whether positive or negative ("Buy-Out Difference"). As the various divisions of work are bought out, if the Contract

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for any catego1y of work on buyout is less than the amom1t estimated for that same work in the Guaranteed Maximum Price Proposal, the amount of the Buy-Out Difference shall be accounted for in a Buyout Report, to be delivered to the Architect monthly with the Construction Manager's monthly payment applications.

§ 3.3.2.5.2 The Buyout Report prepared as described herein, shall be submitted with each Application for Payment by the Construction Manager, showing additions and deletions (applications of the Buyout funds to other line items) since the prior payment application. Receipt of such Buyout Report by the Architect shall be a condition precedent to the Architect's certification of the Application for Payment. The revised line items shall also be reflected on the Schedule of Values, so that the bottom line Guaranteed Maximum Price (including any changes by Change Order) remains the same throughout the Construction Phase.

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§ 3.3.2.5.3 As each division of work is bought out, the Construction Manager shall provide, with its next scheduled payment application:

.1a copy of the Buyout Report showing the changes from the prior month; and

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. ~~The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of~~ Such documents shall be provided for information only and are not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precautions relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Construction Manager shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

.2an executed copy of the CMAR-Subcontractor Agreement entered with the selected Subcontractor for any portion of the Work bought out during the month for which the Payment Application is submitted. The copy of the Subcontract Agreement shall be provided regardless of whether the amount reflected therein is the same, greater or less than the estimated line item for that Work. In any event the difference, if any, shall be reflected on the Buyout Report for that month.

.3If all of the work allocated to a Subcontractor in the Guaranteed Maximum Price is not bought out at the same time, a copy of any later Change Order to the Subcontract shall be provided with the Construction Manager's next monthly payment application after the applicable buy out, in lieu of the Subcontract.

§ 4 3.13.2 ~~Prior to the execution of~~.5.4 If the Subcontract for any category of work on buyout is greater than the amount estimated for that same work in the Guaranteed Maximum Price ~~Amendment~~Proposal, the Construction Manager may ~~request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.~~deduct the shortfall amount from the balance shown in the Buyout Report, and apply the funds to the catego1y of work for which the shortfall is attributable. This application transaction shall be documented in the Buyout Report delivered with Construction Manager's next Payment Application.

§ 3.3.3 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Construction Manager shall fully comply, and shall require any applicable subcontractor to comply, with:

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.1The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work.

.2 The special shoring requirements, if any, of the Owner.

.3Any geotechnical information obtained by Owner for use by the Construction Manager in the design of the trench safety system.

§ 3.3.4 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. Said cost shall be included within the Guaranteed Maximum Price.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 [Intentionally deleted]

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs, including the Owner's Contingency as provided in Section 3.2.4. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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~~The Owner~~ Construction Manager shall ~~retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement~~furnish all legal, insurance, and accounting services that Construction Manager may determine to be necessary to meet Construction Manager's needs and interests.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law or ~~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.

§ 4.1.4.2 The Owner shall furnish surveys ~~describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

~~§ 4.1.4.3 The Owner, when such services are requested~~ as provided in Section 2.2.3 of AIA A201-2017.

§ 4.1.4.3 Unless provided by the Architect by agreement with the Owner, the Owner, when such services are reasonably required by the scope of the Work, and are requested by the Architect or Construction Manager and approved by the

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Owner, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner ~~shall~~ may also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's reasonable written request for such information or services.

§ 4.2 ~~Owner's Designated Representative~~

~~The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.~~ Owner's Board of Trustees shall designate one or more authorized representatives to act on its behalf in the day-to-day administration of the Project, to issue stop work orders, and to authorize expenditures within the Owner's contingency. The Board designates as its authorized representatives, the following individuals: Dr. Tiffanie Spencer, Superintendent of Schools, or her designee.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner may determine to be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

~~§ 4.3 Architect~~

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§ 4.3 The Construction Manager's services shall be provided in conjunction with the services of an Architect. The terms of the agreement between the Owner and Architect shall be available for inspection by the Construction Manager upon request.

~~ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES~~

~~§ 5.1 Compensation~~

~~§ 5.1.1 For~~

§ 4.4 Inspection And Testing

Owner shall provide the Construction ~~Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:~~

~~(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)~~

~~§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.~~

~~(If applicable, attach an exhibit of hourly billing rates or insert them below.)~~Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement. Pursuant to Texas Government Code Section 2269.058, the Owner shall provide or contract for, independently of the Construction Manager, construction materials engineering, and testing and inspection services necessary for acceptance of the Work by Owner.

ARTICLE 5 [Intentionally Deleted]

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~~Individual or Position~~

~~Rate~~

~~§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.~~

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall ~~be equitably adjusted.~~

~~§ 5.2 Payments~~

~~§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.~~

~~§ 5.2.2~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

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§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee, plus the general conditions, the total of which shall not exceed the Guaranteed Maximum Price.

~~§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:~~

Six Percent (6%)

The fee shall be calculated as a percentage of the Cost of the Work.

The Construction Manager's Fee shall be six percent (6%) of the Cost of Work. For purposes of establishing the Guaranteed Maximum Price, the Construction Manager's Fee shall be calculated on the estimated Cost of the Work, inclusive of the Construction Manager's Contingency and the Owner's Contingency, as set forth the the Guaranteed Maximum Price Amendment. Upon Final Completion and the and the final accounting described in Section 11.2, any unused portion of the Construction Manager's Contingency and the Owner's Contingency shall be credited to the Owner, and the Construction Manager's Fee Shall be adjusted to six percent (6%) of the final Cost of the Work, as adjusted by the Change Orders. Any resulting reduction in the Construction Manager's Fee shall be credited to the Owner in the final Application for Payment.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Only by agreement of Owner's Board of Trustees

~~§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (~~ See AIA Document A201-2017, Section 7.1.4.

§ 6.1.5 General Conditions. All charges, if any, for general conditions (costs to be reimbursed) shall be delineated separately in the Guaranteed Maximum Price Amendment, and may include only the following: on-site Project Manager; on-site Project and Site Superintendents; on-site Assistant Superintendents; minor work that may be included in the

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general conditions as allowed by Texas Government Code Section 2269.255; office trailer expenses; on-site sanitary facilities; project sign; safety/first aid; on-site technology; temporary water and power; project site office supplies and office equipment; plan reproduction; construction photographs; dumpsters; final clean-up; equipment rental; fuel; small tools; and items described in more detail below.

§ 6.1.6 Rental rates for Construction Manager-owned equipment shall be subject to the Owner's prior approval and shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.67 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

§ 6.1.8 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries, for Construction Manager's on-site Project Manager, on-site Project and Site Superintendents, on-site Assistant Superintendents, and Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

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§ 6.1.9 Actual rental charges for temporary facilities, machinery, equipment and hand tools not included in Section 6.5.1 and not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal.

§ 6.1.10 The general conditions shall not include the following: all reimbursement for profit; indirect costs; all telephone bills for all personnel; all facsimile charges; home office personnel and benefits assigned to the Project; home office overhead and expenses; home office personnel relocation; all home office accounting, audit, legal and data processing fees and expenses; and all travel, meals and lodging.

§ 6.1.11 Liquidated damages, if any:

~~§ 6.1.7~~

.1Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to substantially complete the work within the allotted times, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement.

.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to $1,500.00 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

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.3 Timely Final Completion is an essential condition of this Agreement. Construction Manager agrees to achieve Final Completion of the Agreement within 60 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of $500.00 per day. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

.4Such damages shall be in addition to, and not in lieu of, any other rights, claims or remedies Owner may have against Construction Manager. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 6.1.12 Other:

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The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents and the Dates of Substantial Completion and Final Completion shall be subject to adjustment as provided in the Construction Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Should the final audited Contract Sum be less than the Guaranteed Maximum Price, then the difference between the Contract Sum and the Guaranteed Maximum Price shall be considered as savings to the Owner, and Owner shall have no obligation to pay same to the Construction Manager. Construction Manager shall also consider as savings to the Owner all unused funds from any Contingency account. The Construction Manager shall not participate in any savings; all savings shall be credited to Owner.

§ 6.3.1 The Owner, with Board of Trustees' approval, if appropriate, may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. ~~The~~ Either the Construction Manager or the Owner, as appropriate, may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.2 ~~Adjustments~~Increases or decreases, if any, to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee ~~shall~~ may be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 7.1.1 The term Cost of the Work shall mean ~~costs~~ the following direct, actual and verifiable costs reasonably and necessarily incurred by the Construction Manager in the proper performance of the Work, except those costs compensated as general conditions under § 6.1.5. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Cost of the Work that exceeds the Guaranteed Maximum Price shall be borne by the Construction Manager.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior written approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform any portion of the construction of the Work at the site or, with the Owner's prior written approval, at off-site workshops, to the extent allowed by Texas Government Code Sections 2269.255 or 2269.275.

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§ 7.2.2 ~~Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.~~[Intentionally deleted]

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and ~~limited to the personnel and activities listed below:~~, to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for employment-related taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3, to the extent not compensated under general conditions.

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts ~~and~~. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 3.3.2.1, as amended, shall be treated as Work performed by a Subcontractor under this Section. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted by the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 6 of this Agreement.

§ 7.4.1 Costs, including transportation and Owner-approved storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.5.1 ~~Costs of transportation, storage,~~ Except for items included as general conditions, costs of transportation, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 ~~Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.~~[Intentionally deleted]

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§ 7.5.3 ~~Costs~~To the extent not compensated under general conditions, costs of removal of debris from the site of the Work and its proper and legal disposal, other than final clean-up.

§ 7.5.4 ~~Costs~~To the extent not compensated under general conditions, costs of the Construction Manager's site office, including general office equipment and supplies.

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§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

§ 7.6.1 ~~Premiums~~To the extent not compensated under general conditions, premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 ~~Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~[Intentionally deleted]

§ 7.6.1.2 ~~Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.~~[Intentionally deleted]

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority~~,~~ for materials that are related to the Work, but not incorporated into the Work, and for which the Construction Manager is liable and Owner is not exempt. Construction Manager shall be obligated to take reasonable care to obtain all applicable tax exemptions.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents and paid by the Construction Manager; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents~~, and which do not fall within the scope of Section 7.7.3~~.

§ 7.6.5.1 ~~The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~[Intentionally deleted]

§ 7.6.6 ~~Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~[Intentionally deleted]

§ 7.6.7 ~~Costs of document reproductions and delivery charges.~~[Intentionally deleted]

§ 7.6.8 Deposits lost for causes ~~other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents~~ directly resulting from the Owner's wrongful actions or decisions.

§ 7.6.9 ~~Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~[Intentionally deleted]

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§ 7.6.10 ~~Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.~~[Intentionally deleted]

§ 7.6.11 ~~That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~[Intentionally deleted]

§ 7.7.1 Other costs incurred in the performance of the Work, ~~with the Owner's prior approval~~ to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

§ 7.7.3 ~~Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager,~~

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~~Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.~~[Intentionally deleted]

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9, or other provision of or amendment to this Agreement. However, notwithstanding anything in Article 7 to the contrary, no reimbursable cost or expense will be paid again if it is also included and paid in any general conditions amount submitted by Construction Manager.

~~§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.~~

~~§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.~~

[Intentionally deleted.]

~~.2Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval~~[Subsection intentional deleted];

PAGE 22:

§ 9.3 Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from Subcontractors Pursuant to Texas Government Code Chapter 2269, Subchapter F, the Construction Manager shall publicly advertise and obtain bids or proposals from Subcontractors for the performance of all major elements of the Work. All bids or proposals shall be sent directly to Construction Manager.

.6~~Except as provided in Section 7.7.3 of this Agreement, costs~~Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.9 [Intentionally Deleted]

.10 [Intentionally Deleted]

.11 Storage costs, unless with prior written owner approval;

.12 All costs intentionally excluded in Article Section 6 above, including all subsections; and

.~~9 Costs for services incurred during the Preconstruction Phase~~13All items included in either general conditions under Section 6.1.5 above, or the Construction Manger's Fee in Section 6.1.2. above.

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§ 8.1 ~~Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager~~Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work, and which conform to the Contract Documents, which discounts, rebates, and refunds shall accrue to the benefit of the Owner. Cash Discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

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§ 9.4 The Construction Manager shall include the following specific notices in the information to proposers:

.1The successful proposer's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;

.2The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258;

.3A notice of the sales tax exemption for the Work and the procedure for obtaining any required exemption verification or certificate;

.4The notice regarding trench and shoring safety required by Texas Health and Safety Code Section 756.023; and

.5The following shall be included in any information to proposers, Request for Proposals, or Bid Documents:

"By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, the Construction Manager, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract."

§ 9.5 Nothing herein shall preclude the Construction Manager from including other notices required or allowed by law.

§ 9.6 The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal during the selection process to anyone who is not an employee of the Construction Manager, architect, engineer, or Owner. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work. Pursuant to Texas Government Code Chapter 2269, Subchapter F, if during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from a subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

§ 9.7 Per Texas Government Code Section 2269.257, if a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the Construction Manager may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

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The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors, and other representatives shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three ten (10)years after final payment the date of Final Completion, or for such longer period as may be required by law.

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager 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.)

§ 11.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect and Program Manager, if applicable, approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager, if applicable, may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. The Owner shall have the right to withhold from payments due Construction Manager such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Construction Manager or failure of Construction Manager to perform Construction Manager's obligations under this Contract. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager, if applicable, shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager, if applicable, to the Construction Manager within thirty (30) days,of receipt of the Certificate for Payment from the Architect and Program Manager, unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager 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.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Construction Manager's subcontractors and suppliers after payment. The Construction Manager shall promptly pay all bills validly due and owing for labor and material performed and furnished by others in connection with the performance and construction of the Work.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed Maximum Price among: (1) the various portions or classifications of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price

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but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee. The Construction Manager's fee shall be shown as a separate line item on the schedule of values.

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§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Program Manager, if applicable, may require. The format and tracking method of the original schedule of values and of all updates to the schedule of values shall be subject to the approval of the Architect and Program Manager, if applicable. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment. If at any time, the amount shown on the schedule of values exceeds the Guaranteed Maximum Price allocable to that portion or classification of the Work, then the amount payable to Construction Manager by Owner shall be reduced by the amount of such excess.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion or classification of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) ~~the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in~~classification on the schedule of values.

.1That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion or classification of the Work by the share of the Guaranteed Maximum Price allocated to that portion or classification of the Work in the most recent schedule of values;

.5The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors, accounts, or other representatives in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8~~.~~;

.7Subtract retainage of five percent (5%) of the remaining amount, including the Construction Manager's Fee, of the progress payment;

.8The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

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.1Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201- 2017, as amended.

.2If 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 due Construction Manager at any time.

.3If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims;

.4 Subtract withheld payments pursuant to Section 11.1.3.

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§ 11.1.7.3 Payment for materials and/or equipment stored on or off the site shall be conditioned upon submission by the Construction Manager of bills of sale or such other 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 (naming the Owner as additional insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Construction Manager for down payments, deposits, or other advance payments for materials or equipment. Payments shall be made on account of materials and equipment (a) incorporated in the Work, (b) suitably stored at the Project site, or (c) suitably stored at some off-site location provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety;

.2 The location must be a bonded warehouse;

.3 The Surety must agree, in writing, to each request for payment; and

.4The Construction Manager must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area.

§ 11.1.7.4 In the event of Contract termination or default by the Construction Manager, the items stored off the site, upon which payment has been made, will be promptly turned over to the Owner or Owner's designated representative at a location near the Project site as directed by the Owner or Owner's designated representative. The full provisions of Performance and Payment Bonds on this Project cover the materials stored off the site in every respect as though they were stored on the Project site.

5%

Retainage is managed in conformance with Texas Government Code Chapter 2252, subchapter B.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be subject to written consent of the Construction Manager's Surety, and as follows:

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon ~~Substantial~~ Final Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at ~~Substantial~~ Final Completion shall not include retainage as follows:

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§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the ~~Owner shall pay the~~ Construction Manager ~~any additional amounts~~ shall submit a claim in accordance with Article ~~9~~ 15 of AIA Document A201–2017.

~~§ 11.1.11 The Owner and the~~ If the Construction Manager wishes to bill for materials or equipment which cannot be stored on site, the Construction Manager shall ~~agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.~~

~~§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner~~, along with the request for approval, provide evidence of purchase, evidence of delivery in good order without

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damage, and a certificate of insurance specifically covering the material identified by way of serial numbers, bill of lading, and copy of signature of receipt of materials and photography showing material. The Construction Manager shall also require, at the Owner's request, proof that the facility at which the materials or equipment is stored is bonded. Security and protection from theft and damage remains on the Construction Manager as the first line of accountability and financial responsibility. Delays due to issues arising from stored materials shall not be considered as reasonable justification to release the Construction Manager from meeting the schedule unless the Owner agrees to such delay in writing in advance of notification to the Owner of any delay.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. The percentage of retainage held on Subcontracts shall be the same percentage of retainage withheld from Construction Manager. The Construction Manager shall execute subcontracts that contain the same terms and conditions as those contained in this Agreement.

§ 11.1.12 In submitting Construction Manager's Applications for Payment, Construction Manager shall be responsible for all errors or omissions. Owner shall not be responsible for Construction Manager's errors or omissions.

§ 11.2.1 Final payment~~, constituting the entire unpaid balance of the Contract Sum,~~ for each Work, if multiple Project(s), shall be made by the Owner to the Construction Manager when

.1the Construction Manager has fully performed the Contract, ~~except for~~ including the Construction Manager's responsibility to correct Work ~~as provided in Article 12 of AIA Document A201–2017, and~~ except for the Construction Manager's responsibility to satisfy other requirements, if any, which Owner agrees in writing necessarily extend beyond final payment;

.2the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment~~;~~ ~~and~~ that are certified by Construction Manager and reviewed and approved by the Owner's auditors or other representatives;

.3a final Certificate for Payment has been issued by the Architect and approved by Program Manager, if applicable in accordance with Section 11.2.2.2;

.4The Construction Manager certifies to the Owner that the Project, to the best of the Construction Manager's knowledge, has been constructed in general accordance with Architect's Construction Documents. The certificate shall be the Texas Education Agency's Certification of Project Compliance, signed by a duly authorized officer of the Construction Manager and properly notarized.

~~§ 11.2.2 Within 30~~ .5Construction Manager has provided all documents required by Section 9.10.2 of AIA Document A201-2017; and

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.6 Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

§ 11.2.2 Within sixty (60)days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' or other representatives' findings to the Architect.

§ 11.2.2.3 If the Owner's auditors' or other representatives' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to ~~request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days~~ proceed in accordance with Article 12 without a further decision of the Architect.. Unless otherwise agreed in the Contact Documents, a demand for mediation or other dispute resolution as provided in the Contract Documents, of the disputed amount shall be

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made by the Construction Manager within the timeline established in Section 15.2 of A201-2017 after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this ~~30-day~~ time period shall result in the substantiated amount reported by the Owner's auditors or other representatives becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after ~~the issuance of the Architect's final Certificate for Payment, or as follows:~~ Board approval. The Construction Manager must certify completion of all Work, including all listed in Section 9.10.2 of the AIA Document A 201-2017 for the Project, cleanup, and delivery of record documents prior to or with the Application for Final Payment.

§ 11.2.4 ~~If, subsequent to~~3.1 The amount of the final payment~~, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.~~ shall be calculated as follows:

.1 Begin with the actual Cost of the Work substantiated by the Construction Manager's final accounting, which includes deductions for all discounts and unused contingencies, and construction savings achieved in the Cost of the Work, if applicable.

.2 Add the actual expended general conditions substantiated by the Construction Manager's final accounting, which includes savings to the Owner for unused general conditions.

.3 Add the Construction Manager's Fee.

.4 Subtract amounts, if any, for which Architect or Owner disputes, refuses or withholds payment, if any.

.5 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then subtract all such liquidated damages, amounts and fees.

.6 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then subtract such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

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.7 Subtract all previous payments made by the Owner.

.8 In no event shall the total of subsections .1, .2, and .3 above exceed the Guaranteed Maximum Price.

.9 If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner, plus interest as allowed by law.

§ 11.2.4 If, subsequent to final payment, and at the Owner's prior written request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, that are not excluded by Section 7.9, to correct defective or nonconforming Work that is not the fault of the Construction Manager or arising from the resolution of a dispute, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

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~~ maximum rate ~~prevailing from time to time at the place where the Project is located~~permitted by law, in accordance with Texas Government Code Chapter 2251.

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§ 12.1.1 Any Claim by the Construction Manager regarding any matter between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision or recommendation by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution~~, and Section~~ .

§ 12.1.2 ~~of this Agreement shall not apply.~~

[Intentionally deleted]

§ 12.1.2 ~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the 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.)~~

3 When Owner has an applicable claim for construction defects, Owner shall comply with the provision of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Construction Manager's or Architect's opportunity to cure.

[X] Litigation in a court of competent jurisdiction

PAGE 30:

If the Owner and Construction Manager 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 with proper venue being the county where the Project is located.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse ~~or indemnify~~ the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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~~§ 14.2.2 The Owner may, without consent of the~~ This does not prevent Construction Manager~~, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.~~ from engaging subcontractors to perform various phases of the Project in accordance with law, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price, if established and Contract Time ~~shall~~ may be increased as provided in Article 14 of AIA Document A201–2017~~, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement~~.

§ 14.1 ~~Terms~~Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201–2017. 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.

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§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of~~ The Construction Manager shall not assign this Agreement~~, and in Section 13.2.2 of A201–2017, neither party to~~or the Contract ~~shall assign the Contract as a whole without~~in whole or in part without the prior written consent of the ~~other. If either party~~Owner's Board of Trustee.. If Construction Manager attempts to make such an assignment without such consent, ~~that party~~the Construction Manager shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 [Intentionally deleted]

The Construction Manager shall ~~maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost~~purchase and maintain insurance as required by Article 11, A201-2017 as amended for this Project, to protect Construction Manager and Owner against all claims, damages, lawsuits, indemnities, or other actions which may arise out of or result from the Construction Manager's operations under this Contract, whether such operations are by Construction Manager, or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Prior to performing the Work, the Construction Manager shall provide separate performance and payment bonds in accordance with AIA Document A201- 2017 Section 11.5.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) for each occurrence and Two million dollars and no cents ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned, hired, or any other vehicles used, by the Construction Manager with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) than those stated below per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

~~§ 14.3.1.3 The Construction Manager may~~ (Note: Texas statutory minimum for school districts is $100,000 per person, $300,000 per occurrence, and $100,000 property damages.) Such minimum limits shall be stated as follows, or in a combined single limit policy in the amount of at least $1,000,000.

.1	Bodily Injury (per person)
$ 1,000,000.00	
.2	Bodily Injury (per accident)
$ 1,000,000.00	
.3	Property Damage
$ 1,000,000.00	
.4 Aggregate	$ 1,000,000.00

§ 14.3.1.3 The Construction Manager may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance~~, provided that such primary and~~. In no event shall any excess or umbrella liability insurance ~~policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers~~provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 14.3.1.4 Umbrella Excess Liability coverages shall be in at least the following amounts:

.1$ One times the contract amount for all contracts exceeding $1,000,000 up to $10,000,000 total limit (each occurrence and aggregate)

§ 14.3.1.5 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One million dollars and no cents ($ 1,000,000.00) each accident, One million dollars and no cents ($ 1,000,000.00) each employee, and One million dollars and no cents ($ 1,000,000.00) policy limit.

§ 14.3.1.5.1 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory worker's compensation insurance coverage for the Construction Manager's employees providing services on a Project is required for the duration of the Project.

§ 14.3.1.5.2 Duration of the Project. Include the time from the beginning of the Work on the project until the Construction Manager's Work on the Project has been completed and accepted by the Owner.

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§ 14.3.1.5.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Construction Manager has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

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

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

§ 14.3.1.5.6 The Construction Manager must provide a certificate of coverage to the Owner prior to being awarded the Contract.

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

§ 14.3.1.4 ~~Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit~~5.8 The Construction Manager shall obtain from each person providing services on the Project, and provide to the Owner:

.1A 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

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

§ 14.3.1.5.9 The Construction Manager shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ 14.3.1.5.10 The Construction Manager shall notify the Owner, in writing by certified mail or personal delivery, within ten (10) days after Construction Manager knew or should have known, of any change that materially affects the provision of

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coverage of any person providing services on the Project.

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

§ 14.3.1.5.12 The Construction Manager shall contractually require each person with whom it contracts to provide services on the Project to:

.1Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the stator requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project:

.2Provide to the Construction Manager, 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;

.3Provide the Construction Manager, 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;

.4 Obtain from each other person with who it contracts, and provide to the Construction Manager:

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

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.2A 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.

.5Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

.6Notify the Owner in writing by certified mail or persona 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

.7Contractually require each person with whom it contracts to perform as required by items 1 - 6, with the certificates of coverage to be provided to the person for whom they are providing services.

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

§ 14.3.1.5.14 The Construction Manager's failure to comply with any of these provisions is a breach of contract by the Construction Manager that entitles the Owner to declare the Contract void if the Construction Manager does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

§ 14.3.1.5 ~~Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($.~~15 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued or delivery, or renewed on or after January 1, 1996. 28 TAC Section 110.110(i).

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§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~polices for Commercial General Liability and Automobile Liability to include the Owner ~~as an additional insured~~ , Owner's Program Manager, and Architect as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 14.5.6 Owner's Additional Requirements Related To Criminal Histories. In addition, as provided in Section 3.4.6.1 above, Owner or Construction Manager will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Construction Manager, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Construction Manager shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit~~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 ~~a building information modeling exhibit~~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.)

~~§ 14.5 Other provisions:~~

§ 14.5 Other provisions:

§ 14.5.1 Criminal History Checks

So that Owner can obtain the national criminal history record information required by Texas Education Code Chapter 22.08341 on all "covered employees," (as defined in Section 3.4.6.3.) of Construction Manager, its subcontractors, or any subcontracting entities who will perform the Work, Construction Manager shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Construction Manager's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Construction Manager. Construction Manager shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

§ 14.5.2 Construction Manager will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Construction Manager receives information that a covered employee has a reported disqualifying criminal history, then Construction Manager will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Construction Manager agrees to discontinue using that covered employee to provide services on Owner's Project. If Construction Manager has taken precautions or imposed conditions to ensure that the employees of Construction Manager and any subcontractor will not become covered employees, Construction Manager will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

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§ 14.5.3 For the purposes of this Section, “covered employees” means employees, agents, or applicants of Construction Manager who has or will have continuing duties related to the services to be performed on Owner’s Project and has or will have direct contact with Owner’s students. The Owner will decide what constitutes direct contact with Owner’s students. “Disqualifying criminal history” means: any conviction or other criminal history information designed by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

§ 14.5.4 On request of Owner, Construction Manager shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Construction Manager and all subcontractors. Construction Manager shall update this list on Owner’s request.

§ 14.5.5 On request of Owner, Construction Manager shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Construction Manager and all subcontractors. Construction Manager shall update this list on Owner’s request.

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§ 14.5.7 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by the Construction Manager of any of the provisions of this Agreement shall impair any such right or power or be construed to a lender providing financing for be a waiver thereof. A waiver of any breach by either of the parties of any covenant, condition or agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.5.8 Construction Manager shall require all construction workers, whether Construction Manager’s own forces, or the forces of Construction Manager’s subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner’s property. Such identification tags shall have identification of the construction worker by number or other identifying medium in a typeface large enough to be seen from a reasonable distance.

§ 14.5.9 By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 14.5.10 Construction Manager 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 authorized by law.

§ 14.5.11 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement. Governing law and venue shall be as specified in AIA Document A201-2017 Section 13.1.

§ 14.5.12 By executing this Agreement, Construction Manager verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Construction Manager is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is $100,000 or more, the Construction Manager represents and warrants to the Owner that the Construction Manager does not boycott Israel and will not boycott Israel during the term of this Agreement.

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§ 14.5.13 Construction Manager 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 Construction Manager has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

§ 14.6

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Construction Manager agrees to be bound by the following terms if the Contract has a stated expenditure of at least $1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least $1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Construction Manager and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Construction Manager that Construction Manager provide that information to the District.

.2 The Construction Manager must:

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

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.2Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Construction Manager upon request of the District; and,

.3 On completion of the Contract, either:

.1Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Construction Manager; or

.2Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

.3The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Construction Manager agrees that the contract can be terminated if the Construction Manager knowingly or intentionally fails to comply with the requirements of that subchapter.

.4Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

.5If Construction Manager fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Construction Manager in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Construction Manager fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

.6If Construction Manager is not a sole proprietorship, has ten (10) or more employees, and the value of Construction Manager's bid or proposal has a value of $100,000 or more, Construction Manager certifies by submitting Construction Manager's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.

7.As required by Texas Government Code Ann. Chapter 2274, if Construction Manager has ten (10) or more employees, is

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not a sole proprietorship, and if the value of Construction Manager's bid or proposal has a value of $100,000 or more, Construction Manager certifies by submitting Construction Manager's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

§ 14.7 The Construction Manager verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 15.1 This ~~Agreement~~ Contract represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This ~~Agreement~~ Contract may be amended only by written instrument signed by both Owner and Construction Manager. If any portion of this Contract is determined to be invalid, unenforceable, or void, then that portion shall be severed, and all other portions of this Contract shall remain in full force and effect.

§ 15.2 The following documents ~~comprise the Agreement~~ are included in the Contract, in addition to those listed in Section 1.1:

.1AIA 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, as amended

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as amended

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended

.5 ~~Building Information Modeling Exhibit, if completed:~~

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[Subsection intentionally deleted]

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the bidding requirements such as an advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, the Construction Manager's bid, 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~~ Contract. Any such documents should be listed here only if intended to be part of the Contract Documents.)

RFP/CONTRACTOR'S PROPOSAL

MANSFIELD INDEPENDENT SCHOOL DISTRICTAuthers Building Group

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Colby Rideout, 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 14:24:00 CDT on 10/26/2026 under Order No. 20250153803 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

Colby Rideout

(Signed)

Attorney for Mansfield ISD

(Title)

October 26, 2026

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 27th day of October in the year 2026
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

2024 Bond Program Final GMP Package 14 Transportation Construction and Renovations

THE OWNER:
(Name, legal status, and address)

Mansfield Independent School District
605 East Broad Street
Mansfield, Texas 76063
Phone: (817) 299-6300

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Authers Building Group
500 Industry Way, Ste. 10
Prosper, TX 75078

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

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[ ] **§ B.2.4.2** [Subsection intentionally deleted]

[ ] **§ B.2.4.3** [Subsection intentionally deleted]

[ ] **§ B.2.4.4** [Subsection intentionally deleted]

[ ] **§ B.2.4.5** [Subsection intentionally deleted]

[ ] **§ B.2.4.6** [Subsection intentionally deleted]

[ ] **§ B.2.4.7** [Subsection intentionally deleted]

§ B.2.5 Other Optional Insurance.
The Owner may purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) at least five business days after execution of the Contract documents and prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on all of Construction Manager's insurance policies, except Construction Manager's workers compensation insurance.

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and, with respect to the Construction Manager'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. The limits of liability for such insurance shall be in at least the following amounts as specified below.

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) each occurrence, Two million dollars and no cents ($ 2,000,000.00) general aggregate, and Two million dollars and no cents ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person, with a sublimit not less than $1,000,000.00 for medical expenses per person for bodily injury, included within the limits noted above;

.2 personal injury and advertising injury with a limit not less than $500,000.00;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of the Work and out of completed operations, said coverage to be maintained for two years after Final Completion. Construction Manager shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage and must include Completed Operations coverage for Construction Manager, its sub-contractors, and Owner;

.5 the Construction Manager's contractual liability, including but not limited to, indemnity obligations under Section 3.18 of the General Conditions; and

.6 General Aggregate per Project endorsement.

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§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned, hired, or any other vehicles used, by the Construction Manager, with policy limits of not less than One million dollars and no cents ($ 1,000,000.00) than those stated below per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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§ B.3.2.5.1.6 If the coverage period shown on the Construction Manager's current certificate of coverage ends during the duration of the Project, the Construction Manager must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ B.3.2.5.1.7 The Construction Manager shall obtain from each person providing services on the Project, and provide to the Owner:

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

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

§ B.3.2.5.1.8 The Construction Manager shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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§ B.3.2.5.1.9 The Construction Manager shall notify the Owner, in writing by certified mail or personal delivery, within ten (10) days after Construction Manager knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ B.3.2.5.1.10 The Construction Manager shall post on each Project site a notice, in the text form and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ B.3.2.5.1.11 The Construction Manager shall contractually require each person with whom it contracts to provide services on the Project to:

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

.2 Provide to the Construction Manager, 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;

.3 Provide the Construction Manager, 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;

.4 Obtain from each other person with who it contracts, and provide to the Construction Manager:

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

.2 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.

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

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the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Builder's Risk Property insurance which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Construction Manager shall be responsible for losses within the deductible. The Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

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.1 Builder's Risk. Unless otherwise provided, Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the state of Texas, a property insurance written on builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis, including boiler and machinery insurance, Coverage, if not included in the base coverage, shall include coverage against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site, and in transit. The Construction Manager's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Final Completion; and thereafter, as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Such coverage shall be primary coverage.

.2 Causes of Loss. The insurance required by this Section B.3.3.2.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

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Manager at Risk project), of less than $4 million. For a Contract Sum (or Guaranteed Maximum Price, if the project is a Construction Manager at Risk project), of $4 million or more, the deductible shall not exceed $5,000. Construction Manager shall be responsible for losses within such deductible.

[ ] **§ B.3.3.2.2** [Subsection intentionally deleted]~~**Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.~~

[ ] **§ B.3.3.2.3** [Subsection intentionally deleted]~~**Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.~~

[X] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

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[ ] **§ B.3.3.2.5** [Subsection intentionally deleted]

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located subject to the requirements of A201-2017, Article 11.1.2.1,, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of the Guaranteed Maximum Price as amended
Performance Bond	100% of the Guaranteed Maximum Price as amended

The form of Payment and Performance Bonds shall be subject to the requirements of Texas law; current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

See A201-2017, Article 11

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

MANSFIELD INDEPENDENT SCHOOL DISTRICT Authers Building
Group _____

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PAGE 1:

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This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 27th day of October in the year 2026

2024 Bond Program Final GMP Package 14 Transportation Construction and Renovations

Mansfield Independent School District
605 East Broad Street
Mansfield, Texas 76063
Phone: (817) 299-6300

Authers Building Group
500 Industry Way, Ste. 10
Prosper, TX 75078

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 ~~and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3~~. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

PAGE 2:

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner ~~shall~~ may purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~"all-risks"~~ property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2~~3~~.3.2.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.3.1 ~~Unless this obligation is placed on the~~ Construction Manager ~~pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees~~shall provide builder's risk insurance as required in

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[ ]§ B.2.4.6 ~~Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.~~ [Subsection intentionally deleted]

[ ]§ B.2.4.7 ~~Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.~~ [Subsection intentionally deleted]

PAGE 4:

The Owner ~~shall~~ may purchase and maintain the insurance selected below.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage ~~to~~ and any other insurance required by the Agreement, with the exception of Workers' Compensation insurance to be endorsed to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. 306

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) at least five business days after execution of the Contract documents and prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on ~~the~~ all of Construction Manager's ~~Commercial General Liability and excess or umbrella liability policy or policies~~ insurance policies, except Construction Manager's workers compensation insurance.

These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled, reduced, or restricted for any reason, other than nonpayment of premium, until at least 30 days' prior written notice of such cancellation, reduction, or restriction has been given to the Owner and Construction Manager. An additional certificate, policy, and endorsement evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the AIA A201-2017 General Conditions as amended for the Project, and thereafter upon renewal or replacement of such coverage. Information concerning reduction or restriction of coverage on account of revised limits or claims paid under the General Aggregate, or cancellation or expiration of the insurance shall be furnished by written notice to the Owner from the Construction Manager within three business days of the date Construction Manager knew or should have known of the cancellation, reduction, or restriction. At least 30 calendar days prior to the date of expiration of any required insurance policy. Construction Manager shall provide Owner written notice of the impending expiration. In addition, Construction Manager shall also provide copies of all policies, declarations, and endorsements for such insurance to Owner as required by Section 11.0.2 of the 2017 AIA A201 General Conditions as amended for this Project.

If the insurance required by this Section B.3.1 is subject to deductibles or self-insured retentions, the Construction Manager shall be responsible for all loss not covered because of such deductibles or retentions. For any claim made against the Construction Manager's policies of insurance, the deducible shall not exceed $2,500 for Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project) of less than $4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of $4 million or more, the deductible

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.1	Bodily Injury (per person)
$1,000,000.00	
.2	Bodily Injury (per accident)
$1,000,000.00	
.3	Property Damage
$1,000,000.00	

§ B.3.2.4 The Construction Manager may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance~~, provided such primary and~~. In no event shall any excess or umbrella liability insurance ~~policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers~~provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ B.3.2.4.1 Umbrella Excess Liability Coverages shall be in at least the following amounts:

.1$ One times the contract amount for all contracts exceeding $1,000,000 up to $10,000,000 total limit (each occurrence and aggregate)

§ B.3.2.5 Workers' Compensation.

.1	State:
Statutory Benefits	
.2	Employer's Liability
$1,000,000.00	per accident
$1,000,000.00	disease, policy
limit	$1,000,000.00 disease, each
employee	

§ B.3.2.5.1 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory worker's compensation insurance coverage for the Construction Manager's employees providing services on a Project is required for the duration of the Project.

PAGE 7:

§ B.3.2.5.1.1 Duration of the Project include the time from the beginning of the Work on the project until the Construction Manager's Work on the Project has been completed and accepted by the Owner.

§ B.3.2.5.1.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Construction Manager has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

§ B.3.2.5.1.3 Services include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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.1A certificate of coverage, prior to the other person beginning work on the Project; and

.2A 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.

.5Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

.6Notify the Owner in writing by certified mail or persona 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

.7Contractually require each person with whom it contracts to perform as required by items .1 - .6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ B.3.2.~~7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~ 5.1.12 By signing this Contract or providing or causing to be provided a certificate of coverage, the Construction Manage is representing to the Owner that all employees of the Construction Manager who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Construction Manager to administrative penalties, criminal penalties, civil penalties, or other civil actions. 308

§ B.3.2.5.1.13 The Construction Manager's failure to comply with any of these provisions is a breach of contract by the Construction Manager that entitles the Owner to declare the Contract void if the Construction Manager does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

§ B.3.2.5.1.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued or delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000) policy limit.

§ B.3.2.7 [Intentionally deleted]

§ B.3.2.8 [Intentionally deleted]If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.9 [Intentionally deleted]If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

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§ B.3.2.10 ~~Coverage~~ [Intentionally deleted]Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

~~[ ]§ B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than ($) per claim and ($ .1~~

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coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition, occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

.4Adjustment of Loss. The Owner, as a fiduciary, shall have power to adjust and settle any loss arising out of the Work, with insured, regardless of the purchaser of the insurance policy. The Construction Manager, upon receipt of proceeds, shall as fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Construction Manager, and, by appropriate agreements, shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit, in a separate account, proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, then replacement of damaged property shall be performed by the Construction Manager with the insurance proceeds upon issuance of a Notice to Proceeds from the Owner.

.5Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.3.3.2.1 have consented, in writing, to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

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.6Insurance for Existing Structures. If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Construction Manager shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Condition, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.3.3.2.1, notwithstanding the undertaking of the Work. The Construction Manager shall be responsible for all co-insurance penalties.

.7Employee Theft or Dishonesty. If this Builder's Risk policy excludes Employee Theft or Dishonesty coverage, including Third Parties, Construction Manager shall obtain separate coverage sufficient to protect Owner's interest and in an amount agreeable to Owner.

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.9Construction Manager at Risk. If Contractor is a Construction Manager at Risk, then, as specified in each AIA A133 Exhibit A Amendment, the amount of Builder's Risk insurance coverage shall be an amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum.

.10 Deductibles. For any claim made against the builder's risk insurance, the deductible shall not exceed $2,500 for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than $4 million. For a Contract Sum (or Guaranteed Maximum Price, if the project is a Construction Manager at Risk project), of $4 million or more, the deductible shall not exceed $5,000. Construction Manager shall be responsible for losses within such deductible.

[ ]§ B.3.3.2.2 [Subsection intentionally deleted]Railroad Protective Liability Insurance, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ]§ B.3.3.2.3 [Subsection intentionally deleted]Asbestos Abatement Liability Insurance, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X]§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

2024 Bond Program Final GMP Package 14 Transportation Construction and Renovations

THE OWNER:
(Name, legal status and address)

Mansfield Independent School District
605 East Broad Street
Mansfield, Texas 76063
Phone: (817) 299-6300

THE ARCHITECT:
(Name, legal status and address)

Huckabee & Associates, Inc.
801 Cherry Street, Suite 500 Fort Worth, Texas 76102
Phone: (817) 377-2969
Fax: (817) 377-2303

THE CONTRACTOR:
(Name, legal status and address)

Authers Building Group
500 Industry Way, Ste. 10
Prosper, TX 75078

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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™–2017, Guide for Supplementary Conditions.

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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) all sections of the Project Manual and Construction Documents (as defined in §1.1.3 below) including, Drawings, Specifications, Addenda issued prior to execution of the Contract, 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. Any reference to Contract Documents herein shall include the Construction Documents, and any other documents included in the Contract Documents, as amended and/or supplemented for this Project.

§ 1.1.1.1 The Agreement, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement, shall take precedence over terms and conditions contained in the General Conditions, and the terms and conditions in the General Conditions, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein. 325

§ 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. The Contract may be amended or modified only by a written Modification signed by Contractor, approved by Owner's Board of Trustees, and signed by the representative of the Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. 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.

§ 1.1.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contract Document requiring Contractor's signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure of Contractor to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract by Contractor.

§ 1.1.3 The Work; Construction Documents

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. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, Specifications, geotechnical reports, Addenda, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for

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the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1036 and the standards set forth in Section 3.1.4 of AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

§ 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 326
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 Construction Documents
Construction Documents include 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. Construction Documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.9 Addenda.
Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents and Construction Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

§ 1.1.10 All references to "Contractor" shall include "Construction Manager at Risk" as appropriate

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

§ 1.1.12 Approved, Approved Equal, Approved Equivalents, Or Equal
The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

§ 1.1.13 Abbreviations

AIA: American Institute of Architects. (All references to AIA documents refer to AIA's trademarked documents. Each reference to a specific document shall refer to the document as amended for this Project.)
AIEE: American Institute of Electrical Engineers
ACI: American Concrete Institute
AHERA: Asbestos Hazardous Emergency Response Act

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AISI: American Iron and Steel Institute
AISC: American Institute of Steel Construction
ANSI: American National Standards Institute
ASA: American Standards Association
ASTM: American Society of Testing Materials
AWSC: American Welding Society Code
CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act
EPA: Environmental Protection Agency
FS: Federal Specification
NEC: National Electrical Code
OSHA: Occupational Safety and Health Administration
SPR: Simplified Practice Recommendation
TAS: Texas Accessibility Standards
UL: Underwriters Laboratories, Inc.

§ 1.1.14 Bids or Bidding

The terms "Bids" or "Bidding" shall include any kind of competitive purchasing under Texas Government Code Chapter 2269. 327

§ 1.1.15 Miscellaneous Other Words

§ 1.1.15.1 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 Summer 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 the purposes of conducting candidate filing, early voting, elections, or other special events.

§ 1.1.15.2 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.

§ 1.1.15.3 Holidays

Owner-approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.15.4 Work Day

Work days are all calendar days except Holidays.

§ 1.1.15.5 Anticipated Weather Days

An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.5.3 lists required Anticipated Weather Days.

§ 1.1.16 Contract Sum

"Contract Sum" shall have the same meaning as in Section 5.1 of the Agreement (A133-2019), for the Project when the Project is a Construction Manager at Risk Project, and the same meaning as in Article 4 of the Agreement (A101-2017) for the Project.

§ 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

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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 estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless it shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of its Proposal. 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 interest of Owner, and 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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§ 1.2.2 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 Relation Of Specifications And Drawings

General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the more expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.2.5 Materials, Equipment And Processes

Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the Contract Documents which results in equipment requiring more area then shown on the Contract Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of 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 the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the

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Contract Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

§ 1.2.6 Standards And Requirements

When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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§ 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 Construction Documents

§ 1.5.1 All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Construction Documents. 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 any reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Construction Documents 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 Construction Documents. 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 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Construction Documents or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the independent school district identified in the Contract Documents. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to: enter into a contract; amend a contract, including but not limited to AIA Document A-133 Exhibit A; approve changes in the scope of Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency, or will not increase the dates for Substantial or Final Completion by more than five (5) days. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee, and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons. 330

§ 2.1.2 It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of third parties.

§ 2.1.3 The Owner shall require the Contractor and the Architect to 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.

§ 2.1.4 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 not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 Owner's Financial Arrangements

§ 2.2.1 The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

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§ 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 and whose status under the Contract Documents shall be that of the Architect. Owner shall notify Contractor if a successor architect has been employed by Owner.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements. 331

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness after receiving the Contractor's written request for such information or services. Absent such timely notification, any Claim based upon lack of such information or services shall be waived.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor at least one copy of the Construction Documents as provided for in the Project Manual for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct defective Work, fails to correct Work that is not in accordance with the requirements of the Contract Documents or Construction Documents as required by Section 12.2, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order 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. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

§ 2.5 Owner's Right to Carry Out the Work

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 written 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. The Architect shall, 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 and other consultants additional services, if any, made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, then 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, then the Contractor may file a Claim pursuant to Article 15.

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 lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have

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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, and includes the Construction Manager at Risk, if applicable.

§ 3.1.2 The Contractor shall perform the Work 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 Architect in the Architect's administration of the Contract, activities of the Owner (or Owner's Program Manager, if applicable), or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 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 tools, materials, supplies, equipment and labor required to timely 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, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 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 represents and warrants by submission of a Proposal that it has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work, and that, from its own investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

§ 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 for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; 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

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provided in the Contract Documents. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

§ 3.2.3 Neither the Owner nor the Contractor is 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.

§ 3.2.4 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 to 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. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. 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. 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. Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. The Contractor shall 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 when the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work. 333

§ 3.2.5 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, irrigation, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, irrigation, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site. If applicable, Contractor shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, or painting work in schools built prior to 1978 involving lead-based paint.

§ 3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Contractor for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or its Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

§ 3.2.7 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the

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Architect and to allow the Subcontractors to ask for interpretations, when necessary. 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:

.1 The location, condition, layout, drainage 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.

§ 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 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 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 in writing to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 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. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. Contractor's own forces and the forces of Contractor's subcontractors shall obtain identification badges from the Owner's Police Department during its regular business hours. Upon completion of the project(s), all such badges shall be returned to Owner's Maintenance Department. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be

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towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all sub-contractors and sub-sub-contractors.

§ 3.3.5 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work; 335

.2 The special shoring requirements, if any, of the Owner; and

.3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

.4 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.

§ 3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or 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, rules, regulations, and ordinances which shall include 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. The foregoing notwithstanding, the requirements of this Paragraph 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 not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make 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 or any of its authorized representatives 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.

§ 3.3.8 Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

§ 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.

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§ 3.4 Labor and Materials

§ 3.4.1 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. Texas Government Code § 2269.054. 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.

§ 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 prior written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. 336

§ 3.4.2.1 After evaluation by the Architect, substitutions and alternates may be rejected by the Architect without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.2.2 The Contractor must submit to the Architect: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, 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 the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in writing to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

§ 3.4.2.3 Whether or not the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. 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. Including, but not limited to, the specific requirements of Article 10, 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 its work so as to protect the Contractor from the consequences of its own conduct.

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

§ 3.4.6 CRIMINAL HISTORY CHECKS

§ 3.4.6.1 If Contractor is an entity qualifying for access under the National Child Protection Act (NCPA), Contractor shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Contractor is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Contractor will also subscribe to that person's criminal history record information. If Contractor does not qualify for access to fingerprint criminal history under the NCPA, Contractor shall cooperate with Owner and provide Owner all necessary information and access so that Owner may obtain Contractor's covered employees' criminal histories, as applicable. Before beginning any Work on the Project, Contractor will provide written certification to the District that Contractor has complied with the requirements of this Agreement as of that date. Upon request by Owner, Contractor will provide, in writing; updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining criminal history record information. Should Owner pay any costs of fingerprinting Contractor or subcontractor employees, Contractor agrees to reimburse Owner for such costs; in the event Contractor fails to reimburse Owner for the costs of fingerprinting Contractor and/or subcontractor employees, Contractor agrees that Owner may deduct such costs from any payment due and owing by Owner to Contractor. 337

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

§ 3.4.6.3 For the purposes of this Section, "covered employees" means employees, agents or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060 and 19 Texas Administrative Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure chapter 62; or an equivalent offense under federal law or the laws of another state.

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

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

§ 3.4.7 OWNER'S ADDITIONAL REQUIREMENTS RELATED TO CRIMINAL HISTORIES

In addition, Contractor will cooperate with Owner to at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Contractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present."

§ 3.4.8 PREVAILING WAGE RATES

§ 3.4.8.1 Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the "Minimum Wage Schedule" attached to this Agreement. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code Section 2258.001 et seq. 338

§ 3.4.8.2 Contractor shall forfeit, as a penalty to the Owner, $60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

§ 3.4.8.3 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors.

§ 3.4.8.4 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

§ 3.4.8.5 If no schedule is attached, then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. Section 276a, (which can be accessed on the internet at https://www.wdol.gov/ or https://beta.sam.gov/) effective as of the date of this Agreement.

§ 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 Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material 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. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), 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. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular

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Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code Section 61.1036.

§ 3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner. 339

§ 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:

.1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or

.2 an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or

.3 such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to issue in the name of the owner, or assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, any and all material, equipment, fixtures and furniture (if supplied or installed by Contractor or its subcontractors), other special warranties, and manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

§ 3.5.6 The warranties of Contractor provided in Subparagraphs 3.5.1, 3.5.2, and 3.5.3 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. 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 whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.5.7 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty under Section 12.2 herein on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period under Section 12.2 herein, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are

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observed or reported during the warranty period under Section 12.2 herein. Contractor shall prosecute such warranty work under Section 12.2 herein without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period under Section 12.2 herein. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.5.8 Prior to receipt of Final Payment, Contractor shall:

.1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;

.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;

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.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 the specification section under which the product is specified;

.7 Separate each warranty with index tab sheets keyed to the Table of Contents listing; and

.8 Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

§ 3.6 Taxes

§ 3.6 Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. 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. ~~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.~~

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The

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Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

§ 3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, 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/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner. 341

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should have known 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.

§ 3.7.4 Concealed or Unknown Conditions

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 three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both.

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§ 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 in writing. 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.

§ 3.7.6 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

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§ 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, unless required to do so by the terms of the Construction Documents.

§ 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, 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, unless required to do so by the terms of the Construction Documents shall be adjusted accordingly. The amount of the adjustment 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.

§ 3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

§ 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. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. 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

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provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

§ 3.9.3 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site during performance of the Work, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion.

§ 3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under general conditions for such day. 343

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and 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 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. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall prepare and 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.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. 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. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

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§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available at all times, at the Project site, the Construction Documents, including Change Orders, Construction Change Directives, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates, and other Modifications, 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 at all times, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish, for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture, or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected, and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 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. 344

§ 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.

§ 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 compliance 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

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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 written 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 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, 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 Chapter 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. 345

§ 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.

§ 3.12.11 The Contractor shall submit complete drawings, data and samples to the Architect at least eighteen (18) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within eighteen (18) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum if the Project is an A101 project, or Guaranteed Maximum Price if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

§ 3.12.12 The Contractor shall submit digital copies of all submittals, product data, shop drawings and samples to the Architect, the Owner and the Architect's Consultants involved in the particular section of the work. All digital PDF's shall be saved in a searchable PDF format for digital markup by the intended recipients. Physical samples will be provided as per specification or as requested by the Owner or Architect. After final review and correction of the submittal, the Contractor shall upload or send the final submittal to the Owner and Architect for record.

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§ 3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. 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 reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

§ 3.12.14 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.

§ 3.13 Use of Site

§ 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 the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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. 346

§ 3.13.3 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at 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 the Building.

§ 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. 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, 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 Construction Documents and 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.

§ 3.14.3 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original 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

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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 packing materials, 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. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition.

§ 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.

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. 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. 347

§ 3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.16 Access to Work

The Contractor shall provide the Owner and 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.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH 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 ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

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§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS 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 (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED 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. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. 348

§ 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 INSURANCE POLICIES WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ET SEQ.*

§ 3.18.4 [Intentionally Deleted]

§ 3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 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 Paragraph 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.

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§ 3.18.7 It is understood and agreed that Subparagraph 3.18.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 3.18.8 [Intentionally Deleted]

§ 3.19 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. 349

§ 4.1.3 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 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 final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. 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 Architect shall visit the site at least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or its structural consultant will 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. In addition, Architect or its structural consultant will 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. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not 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 at no additional cost to Owner.

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§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. 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. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications 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 As further provided in the Contract Documents, based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect shall reject Work that does not conform to the Construction Documents and the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract 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. Testing or inspections required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 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 Construction Documents and the Contract Documents. The Architect's action will be taken such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or Separate Contractors while allowing 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 of equipment or systems, remain the responsibility of the Contractor as required by the Construction Documents and 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, unless otherwise specifically stated by the Architect 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 Construction Documents or the Contract Documents, then 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.

§ 4.2.8 The Architect shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize 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

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added, deleted or modified, as provided in Section 7.4. The Architect shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner or recommend to the Owner that the requested change be denied. The Architect is 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 will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; 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. 351

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

§ 4.2.12 Interpretations or recommendations 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 recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

§ 4.2.13 The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 4.2.14 The Architect will review and respond to requests for information about the Construction Documents and 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 cost to the Owner.

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

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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 in writing the Contractor 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. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. 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 then the Contract Sum and Contract Time may 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. 352

§ 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.

§ 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 Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

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 ensure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors 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

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entering into a subcontract. 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 for cause or convenience pursuant to Article 14 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 or 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.

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§ 5.4.2 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 subcontractors 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 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. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 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 Contractor shall coordinate the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, to ensure that the Work remains on schedule.. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement between 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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§ 6.2 Contractor's Responsibility

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's Separate Contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's Separate Contractors. The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access and introduction and storage or staging 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. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's Separate Contractors. Contractor shall review Owner's contract with Owner's Separate Contractors and become familiar with the requirements and scope of services contained therein.

§ 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 in writing the Architect and Owner 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, and shall promptly report in writing to the Architect and Owner if Owner's Separate Contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify in writing the Architect and Owner 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, and is performed in a timely manner to receive the Contractor's Work. The Contractor shall not be responsible for latent discrepancies or defects in the construction or operations by the Owner or Separate Contractor. 354

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor 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.

§ 6.2.3.1 If the Architect is required to provide additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services result from negligence of or an act or omission by the Architect.

§ 6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

§ 6.2.3.3 All construction 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.

§ 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.

§ 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.

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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. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction 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. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due 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, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed. 355

§ 7.1.4 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces as indicated at the time the Contractor submitted its self-performance bid proposal, shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed6% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. 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 16% of the total cost of the change in the Work.

§ 7.1.5 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 7.1.6 If the Contract Sum is $1,000,000.00 or more, or if the Contract Sum is less than $1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to $1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

§ 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 Or Guaranteed Maximum Price; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

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§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

§ 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 or Guaranteed Maximum Price, 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 or Guaranteed Maximum Price, and Contract Time being adjusted accordingly.

§ 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 Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

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- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon (additional mark-ups for overhead, profit, and fees 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 7.4.1; or
- **.4** As provided in Section 7.3.4, subject to the limitations of subparagraph 7.1.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum or Guaranteed Maximum Price, then Architect shall determine the adjustment on the basis 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 costs of labor, including applicable payroll taxes, and workers' compensation insurance;
- **.2** Actual costs of materials, supplies, and equipment, including cost of transportation, used in performing the Change in the Work;
- **.3** Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools;
- **.4** Actual costs of premiums for all bonds and insurance, and permit fees, directly related to the change; and

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 Contractor disagrees with the adjustment in the Contract Time, 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 or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Maximum Price, or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum or Guaranteed Maximum Price, and 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 plus the Contractor's allocated percent of profit and overhead, all as confirmed by the Architect.

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§ 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 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'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. 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 or Construction Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price, 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 Guaranteed Maximum Price, 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 Guaranteed Maximum Price, 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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ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11..

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 60 days after the date of Substantial Completion.

§ 8.1.4 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.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time.

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§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion.

§ 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 (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 governmental actions, fire, or adverse weather conditions documented in accordance with Section 15.1.6.2; (4) by delay authorized in writing by the Owner; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, may justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine. In the event that Substantial Completion is delayed in excess of 45 days, Contractor may be entitled to additional overhead expenses and general conditions. In such an event, Contractor shall provide an itemized list of such expenses. Contractor shall not be entitled to charge more if the delay is due to the CMAR or Contractor

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Agreement does not permit the recovery of damages, including, without limitation overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time. . In the event that Substantial Completion is delayed in excess of 45 days, Contractor may be entitled to additional overhead expenses and general conditions. In such an event, Contractor shall provide an itemized list of such expenses. Contractor shall not be entitled to charge more if the delay is due to the CMAR or Contractor

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

§ 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 prior written agreement.

§ 9.2 Schedule of Values

§ 9.2.1 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, allocating the entire Contract Sum or in the case of a Guaranteed Maximum Price, completed by the second application for payment, 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, 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 and G703, Application and Certificate for Payment and Continuation Sheet. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown in an itemized list of general conditions and general requirements, and AIA Documents G702CMa and G703 shall be used.

§ 9.2.2 If the project is a Construction Manager at Risk project, in order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

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.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, or general conditions, etc. shall be listed as individual line items.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, or paving, etc.

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, or start-up, etc.).

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit, or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

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.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, 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.

§ 9.3.1.1 Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 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 Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

§ 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 Contractor has self-performed the Work.

§ 9.3.1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. (Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).

§ 9.3.2

Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 [Intentionally deleted.]

.3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

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.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.

.5 Payment shall not include any charges for overhead or profit on stored materials.

.6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work. 360

§ 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. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen. laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contactor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; 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 received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmens' liens outstanding at the date of the Application for Payment; 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 Payment Application; 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; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors 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 performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of

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Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

§ 9.4 Certificates for Payment

§ 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 Contractor as provided in Section 9.3.4. If the Application for Payment is complete, then the Architect shall sign and, either (1) certify and 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) certify and 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*. 361

§ 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, and the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has, carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct 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;

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.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;
.7 repeated failure to carry out the Work in accordance with the Contract Documents: or
.8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

§ 9.5.2 When the Contractor disputes the Architect'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.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment from Contractor to the extent necessary to preserve sufficient funds to complete the 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 Sections 9.3.4, 9.4.3, 9.5.1, or this Section. 362

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment pursuant to Texas Government Code Section 2251.042 et seq., listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after 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. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. 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, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

§ 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. Any action taken by the Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

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§ 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 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 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. 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. Texas Property Code § 162.001. 363

§ 9.6.8 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.

§ 9.6.9 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

§ 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, upon ten (10)additional 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 Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.7.3 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 either to:

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.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; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 60 days. Contractor shall complete Owner's Substantial Completion Certificate. 364

§ 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 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. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare, sign and issue Owner's 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 Final Completion of the Work or designated portion.

§ 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.

§ 9.9 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 agreed to by the Owner and the Contractor in writing, provided such occupancy or use is consented to 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 that 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 property and liability insurance. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The

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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, use, or installation 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 otherwise 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.

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage. 365

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance, including all retainages found to be due the Contractor 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. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706, an affidavit that payrolls, bills for materials and equipment, and other indebtedness 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) evidence satisfactory to Owner 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) using AIA Document G707, 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 AIA Document G706A, notarized subcontractor's lien releases, 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 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. 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;

.2 Final list of subcontractors (AIA Document G705);

.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, located at: www.tea.state.tx.us/school.finance/facilities/cert_2004. pdf;

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.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;

.5 Maintenance and Instruction Manuals;

.6 Owner's Final Completion Certificate; 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. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment. 366

§ 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, and it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any Claims by the Owner.

§ 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 15and identified by that payee as unsettled at the time of final Application for Payment.

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..

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§ 10.1.2 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 perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

§ 10.1.3 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, 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 any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed 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 person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test. 367

§ 10.1.4 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;

.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 other buildings, and other contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities, and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 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 installing fencing, 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 personal or real property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 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

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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..

§ 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 foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 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 load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason. 368

§ 10.2.9 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.

§ 10.2.10 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.

§ 10.2.11 Injury or Damage to Person or Property
If either party to the Contract 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, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The written notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor understands and acknowledges that, under Texas law, Owner has sovereign and/or governmental immunity as to all torts except as to the Owner's permitted use or operation of Owner's motor vehicles, subject to any defenses under law.

§ 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 in writing the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall 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

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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. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 10.3.3 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

§ 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

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§ 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.

§ 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

§ 10.5.1 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.

§ 10.5.2 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

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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

§ 11.0.1 No Work will be commenced, and no equipment or materials can be shipped, until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and additional insured (except as noted in Section 11.0.4) and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations, and additional endorsements, as they are provided to Contractor. 370

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than "A-" X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

§ 11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives, or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives, or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner as provided for in Section 11.3.

§ 11.0.6 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives, or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims that may arise out of, or result from, the Contractor's operations under the Contract, whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, at a minimum, of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 11.1 in the Agreement, or elsewhere in the Contract Documents. Such insurance shall include the following:

.1 Claims under workers' compensation, disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing

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work at the site, and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project (see Exhibit A);

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle; 371

.7 Claims for bodily injury or property damage arising out of completed operations;

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents, including under Section 3.18; and

.9 Claims for damages to the Work itself, through builder's risk insurance, pursuant to AIA 101-2017, Exhibit A.

§ 11.1.2.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be in a total amount equal to 100% of the Contract Sum or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other financial security acceptable to the Owner to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) 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, and shall fully comply with Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-" X according to the latest posted ratings on the A.M. Best website, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and 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, then 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 a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

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§ 11.1.2.2 The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. 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 with Architect's recommendation.

§ 11.1.2.3 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.

§ 11.1.2.4 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

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§ 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor knows or should know of an impending or actual cancellation of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation. Upon receipt of written 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 written notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. At least 30 calendar days prior to the date of expiration of any policy required by Section 11.1, Contractor shall provide Owner written notice of the impending expiration.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date of Substantial Completion and such date of Owner responsibility shall be documented in the Certificate of Substantial Completion. If Owner occupies or uses any completed or partially-completed portion of the Work at any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, if any, Contactor's builder's risk shall be primary and non-contributory.

§ 11.2.2 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 All insurance required herein shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. The Contractor shall require similar written waivers in favor of the Owner, from the subcontractors and sub-subcontractors. The policies of insurance purchased and maintained by Contractor pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation.

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§ 11.3.2 The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work with insurers, regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.

§ 11.3.3 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

§ 11.4 Loss of Use and Business Interruption 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. 373

§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 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 and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor and/or the Architect do not object, the Owner shall settle the loss and the Contractor and Architect 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 and/or Architect timely object 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.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner be uncovered for the Architect's examination and be replaced at the Contractor's 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 or Owner 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 may 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.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Work 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.

§ 12.2.1.1 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand. Such difference shall not be paid out of any GMP funds.

§ 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 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 Contractor shall correct it promptly after receipt of written 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 written notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct it in the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

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§ 12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

§ 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, but only as to the corrected Work.

§ 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 The Contractor shall bear the cost of correcting destroyed or damaged construction by 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.

§ 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.

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§ 12.2.6 Contractor shall 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 destroyed or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or by defects in the Work.

§ 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 provision for 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, then 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 of the correction to Owner. 375

§ 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, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect 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 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 or Architect 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. 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 which shall

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be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely written 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 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 Owner shall provide or contract for such additional testing, inspection, or approval. 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.

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§ 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, with a copy to the Owner.

§ 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 overdue and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate as provided by Texas Government Code Section 2251.025.. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or 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, or 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 RECORDS

§ 13.7.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, 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

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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.

§ 13.7.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.7.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing 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.

§ 13.7.3 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 systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.4 Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.79.1, 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.

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§ 13.7.5 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 overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.8.1 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.

§ 13.8.2 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; 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.

§ 13.8.3 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*.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) 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:

- **.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; or
- **.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 of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract 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,

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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.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, then, after the applicable time period the Contractor may, upon ten (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

§ 14.1.4 If the Work is stopped for a period of ninety (90) 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 twenty (20) additional days' written 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 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;
- **.4** otherwise is guilty of substantial breach of a provision of 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 serious or repeated worker misconduct in violation of Article 3.3.2;
- **.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** fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

§ 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. 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.

§ 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 earned to the date of termination.

§ 14.2.4 If the 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, 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.

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§ 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. 379

§ 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, Guaranteed Maximum Price, and Contract Time may be adjusted, by mutual written agreement, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 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 written 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 properly executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

§ 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 Section 14.4.

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ARTICLE 15 CLAIMS AND DISPUTES OF CONTRACTOR

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of additional compensation under the Contract Documents, interpretation of the Contract Document terms,, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. 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.

§ 15.1.2 Time Limits on Litigation

The Owner and Contractor shall commence all litigation, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law, but in the case of the Owner not more than 12 years after the date of Final Completion of the Work. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

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§ 15.1.3.1 Claims by the 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 written notice to the Owner and to the Architect. Claims by the Contractor under this Section 15.1.3.1 must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the Contractor first knew or should have known the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as a result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice then the Notice shall be amended at the earliest date that is reasonably possible. 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. Claims not filed as required by this Section shall be waived.

§ 15.1.3.2 Claims by the 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 written 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, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.

§ 15.1.5 Claims for Additional Cost or An Increase in the Contract Sum or Guaranteed Maximum Price

If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum or Guaranteed Maximum Price, written notice as provided in Section 15.1.3 shall be given to Owner and Architect. 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's Board of Trustees, or Owner's representative if provided for herein, 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.

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§ 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 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 were abnormal for the period of time, could not have been reasonably anticipated, and prevented the execution of major items of work on normal working days. "Adverse weather conditions" means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year..

§ 15.1.6.3 The Contractor shall anticipate and include in the construction schedule rain days due to adverse weather conditions in accordance with the rainfall table below. A rain day is defined as a day when rainfall exceeds one-half (.5) inch during a 24-hour period. The number of rain days expected for each month is as follows:

Note: Prior to the execution of the Contract, Owner shall fill in the blanks below:

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January	[2] calendar days	July	[2] calendar days
February	[2] calendar days	August	[2] calendar days
March	[3] calendar days	September	[2] calendar days
April	[3] calendar days	October	[3] calendar days
May	[4] calendar days	November	[2] calendar days
June	[3] calendar days	December	[2] calendar days

§ 15.1.6.4 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. 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 number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract. No delays or extensions shall be granted for mud conditions.

§ 15.1.6.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or because of hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. ~~No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.~~ Contractor shall only be entitled to time extensions per the terms of the Contract Documents, including Section 8.3

§ 15.1.6.6 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. ~~No claims for damages for delay shall be made by Contractor.~~ Any claim not submitted under the terms of this Section or Sections 8.3 shall be waived.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives all Claims against Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration..

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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 Resolution of Claims and Disputes

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The Architect shall review Claims and within ten days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

§ 15.2.3 In evaluating Claims, the Architect 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 Architect in making a written recommendation.

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§ 15.2.4 If the Architect 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 provide a response on the requested supporting data, advise the Initial Decision Maker when the response or supporting data will be furnished, or 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 Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be reached, then either party may request mediation of the dispute pursuant to Section 15.3.

§ 15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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 Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.3 Alternative Dispute Resolution

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived under the terms of the Contract Documents, shall, after written recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. 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. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located.

§ 15.3.3 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless

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another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 15.3.4 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

§ 15.4 No Arbitration

§ 15.4.1 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

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§ 15.5 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by 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 authorized by law.

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

EXECUTED this _____ day of _____, _____.

MANSFIELD INDEPENDENT SCHOOL DISTRICT	Authers Building Group
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Dr. Tiffanie Spencer Superintendent	John "Kiwi" Authers, President & CEO
(Printed name and title)	*(Printed name and title)*

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PAGE 1:

2024 Bond Program Final GMP Package 14 Transportation Construction and Renovations

Mansfield Independent School District
605 East Broad Street
Mansfield, Texas 76063
Phone: (817) 299-6300

Huckabee & Associates, Inc.
801 Cherry Street, Suite 500 Fort Worth, Texas 76102
Phone: (817) 377-2969
Fax: (817) 377-2303

–

THE CONTRACTOR:

(Name, legal status and address)

Authers Building Group

500 Industry Way, Ste. 10

Prosper, TX 75078

PAGE 8:

~~Instruments of Service~~Construction Documents, Definition of

PAGE 10:

Ownership and Use of Drawings, Specifications and Other ~~Instruments of Service~~ Construction Documents

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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. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, Specifications, geotechnical reports, Addenda, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1036 and the standards set forth in Section 3.1.4 of AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction 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) all sections of the Project Manual and Construction Documents (as defined in §1.1.3 below) including, Drawings, Specifications, Addenda issued prior to execution of the Contract, 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,~~ Any reference to Contract Documents herein shall include the Construction Documents, and any other documents included in 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~~as amended and/or supplemented for this Project.

§ 1.1.1.1 The Agreement, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement, shall take precedence over terms and conditions contained in the General Conditions, and the terms and conditions in the General Conditions, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

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 be amended or modified only by a ~~Modification~~written Modification signed by Contractor, approved by Owner's Board of Trustees, and signed by the representative of the Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. 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~~

§ 1.1.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by

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the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contract Document requiring Contractor's signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure of Contractor to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract by Contractor.

§ 1.1.3 The Work; Construction Documents

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§ 1.1.7 ~~Instruments of Service~~Construction Documents

~~Instruments of Service are~~ Construction Documents include 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~~ Construction Documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

~~§ 1.1.8 Initial Decision Maker~~ 1.1.9 Addenda.

Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents and Construction Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

§ 1.1.10 All references to "Contractor" shall include "Construction Manager at Risk" as appropriate

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

§ 1.1.12 Approved, Approved Equal, Approved Equivalents, Or Equal

The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

§ 1.1.13 Abbreviations

AIA:American Institute of Architects. (All references to AIA documents refer to AIA's trademarked documents. Each reference to a specific document shall refer to the document as amended for this Project.)

AIEE: American Institute of Electrical Engineers

ACI: American Concrete Institute

~~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~~AHERA: Asbestos Hazardous Emergency Response Act

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AISI: American Iron and Steel Institute

AISC: American Institute of Steel Construction

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ANSI: American National Standards Institute

ASA: American Standards Association

ASTM: American Society of Testing Materials

AWSC: American Welding Society Code

CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act

EPA: Environmental Protection Agency

FS: Federal Specification

NEC: National Electrical Code

OSHA: Occupational Safety and Health Administration

SPR: Simplified Practice Recommendation

TAS: Texas Accessibility Standards

UL: Underwriters Laboratories, Inc.

§ 1.1.14 Bids or Bidding

The terms “Bids” or “Bidding” shall include any kind of competitive purchasing under Texas Government Code Chapter 2269.

§ 1.1.15 Miscellaneous Other Words

§ 1.1.15.1 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 Summer 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 the purposes of conducting candidate filing, early voting, elections, or other special events.

§ 1.1.15.2 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.

§ 1.1.15.3 Holidays

Owner-approved holidays for Contractor’s Work are limited to New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.15.4 Work Day

Work days are all calendar days except Holidays.

§ 1.1.15.5 Anticipated Weather Days

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An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.5.3 lists required Anticipated Weather Days.

§ 1.1.16 Contract Sum

"Contract Sum" shall have the same meaning as in Section 5.1 of the Agreement (A133-2019), for the Project when the Project is a Construction Manager at Risk Project, and the same meaning as in Article 4 of the Agreement (A101-2017) for the Project.

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Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the Contract Documents which results in equipment requiring more area then shown on the Contract Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of 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 the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contract Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

§ 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 estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless it shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of its Proposal. 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 interest of Owner, and 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.

§ 1.2.4 Relation Of Specifications And Drawings

General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the more expensive combination of quality and quantity of work indicated. For purposes

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of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.2.5 Materials, Equipment And Processes

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§ 1.2.6 Standards And Requirements

When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other ~~Instruments of Service~~ Construction Documents

§ 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.~~ All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the ~~Instruments of Service~~ Construction Documents. 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'~~ any reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the ~~Instruments of Service~~ Construction Documents 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~~ Construction Documents. 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.

§ 1.6.1 ~~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 in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~

~~§ 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.~~ Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.

The parties shall agree upon ~~written~~ protocols governing the transmission and use of~~, and reliance on, Instruments of Service~~ Construction Documents or any other information or documentation in digital form.

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~~§ 1.8 Building Information Models Use and Reliance~~

~~§ 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~~It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of third parties.

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.~~ The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.1.1 The Owner is the ~~person or entity~~independent school district identified ~~as such~~ in the ~~Agreement 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. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. 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.~~

~~§ 2.2 Evidence of the Owner's Financial Arrangements~~

~~§ 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~~Contract Documents. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to: enter into a contract; amend a contract, including but not limited to AIA Document A-133 Exhibit A; approve changes in the scope of Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency, or will not increase the dates for Substantial or Final Completion by more than five (5) days. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee, and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.2~~1~~.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~~

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~~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.~~

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§ 2.1.3 The Owner shall require the Contractor and the Architect to 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.

§ 2.1.4 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 not serve as the basis for a claim for additional time or compensation by 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, 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~~1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 Owner's Financial Arrangements

§ 2.2.1 The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

§ 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. Owner shall notify Contractor if a successor architect has been employed by Owner.

§ 2.3.4 The Owner shall 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~~ Other than the metes and bounds noted in the survey, if any, Owner does not guarantee or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

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§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness~~. The Owner shall also furnish any other~~ after receiving the Contractor's written request for such 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~~. Absent such timely notification, any Claim based upon lack of such information or services shall be waived.

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§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor at least one copy of the ~~Contract Documents~~ Construction Documents as provided for in the Project Manual for purposes of making reproductions pursuant to Section 1.5.2.

If the Contractor fails to correct defective Work, fails to correct Work that is not in accordance with the requirements of the Contract Documents or Construction Documents as required by Section 12.2, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order 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. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

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 written 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~~ The Architect shall, 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 and other consultants additional services, if any, made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, then 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, then the Contractor may file a Claim pursuant to Article 15.

§ 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 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, and includes the Construction Manager at Risk, if applicable.

§ 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 Architect in the Architect's administration of the Contract, activities of the Owner (or Owner's Program Manager, if applicable), or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 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:

.1that 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;

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§ 3.2.4 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 to 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. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. 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. 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,~~

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~~the Contractor shall not~~ Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. The Contractor shall 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 when the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work.

.2that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 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 represents and warrants by submission of a Proposal that it has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work, and that, from its own investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

§ 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 involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

§ 3.2.3 ~~The Contractor is not~~ Neither the Owner nor the Contractor is 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.

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§ 3.2.5 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, irrigation, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility

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lines, irrigation, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site. If applicable, Contractor shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, or painting work in schools built prior to 1978 involving lead-based paint.

§ 3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Contractor for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or its Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

§ 3.2.7 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. 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:

.1 The location, condition, layout, drainage 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.

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. 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 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 in writing to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or 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, rules, regulations, and

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ordinances which shall include 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. The foregoing notwithstanding, the requirements of this Paragraph 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 not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 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. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. Contractor's own forces and the forces of Contractor's subcontractors shall obtain identification badges from the Owner's Police Department during its regular business hours. Upon completion of the project(s), all such badges shall be returned to Owner's Maintenance Department. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all sub-contractors and sub-sub-contractors.

§ 3.3.5 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

.1The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;

.2The special shoring requirements, if any, of the Owner; and

.3Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

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.4Trench 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.

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§ 3.4.2.2 The Contractor must submit to the Architect: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, 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 the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in writing to the Architect in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

§ 3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make 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 or any of its authorized representatives 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.

§ 3.3.8 Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

§ 3.4.1 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. Texas Government Code § 2269.054. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for ~~labor,~~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.

§ 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 prior written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

~~§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them~~ 3.4.2.1 After evaluation by the Architect, substitutions and alternates may be rejected by the Architect without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required

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for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

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

§ 3.4.2.3 Whether or not the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. 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. Including, but not limited to, the specific requirements of Article 10, 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 its work so as to protect the Contractor from the consequences of its own conduct.

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

§ 3.4.6 CRIMINAL HISTORY CHECKS

§ 3.4.6.1 If Contractor is an entity qualifying for access under the National Child Protection Act (NCPA), Contractor shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Contractor is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Contractor will also subscribe to that person's criminal history record information. If Contractor does not qualify for access to fingerprint criminal history under the NCPA, Contractor shall cooperate with Owner and provide Owner all necessary information and access so that Owner may obtain Contractor's covered employees' criminal histories, as applicable. Before beginning any Work on the Project, Contractor will provide written certification to the District that Contractor has complied with the requirements of this Agreement as of that date. Upon request by Owner, Contractor will provide, in writing; updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining criminal history record information. Should Owner pay any costs of fingerprinting Contractor or subcontractor employees, Contractor agrees to reimburse Owner for such costs; in the event Contractor fails to reimburse Owner for the costs of fingerprinting Contractor

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and/or subcontractor employees, Contractor agrees that Owner may deduct such costs from any payment due and owing by Owner to Contractor.

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§ 3.4.6.3 For the purposes of this Section, "covered employees" means employees, agents or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060 and 19 Texas Administrative Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure chapter 62; or an equivalent offense under federal law or the laws of another state.

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

§ 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 Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material 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. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), 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. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

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

§ 3.4.7 OWNER'S ADDITIONAL REQUIREMENTS RELATED TO CRIMINAL HISTORIES

In addition, Contractor will cooperate with Owner to at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Contractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a

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"location where students are likely to be present."

§ 3.4.8 PREVAILING WAGE RATES

§ 3.4.8.1 Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the "Minimum Wage Schedule" attached to this Agreement. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code Section 2258.001 et seq.

§ 3.4.8.2 Contractor shall forfeit, as a penalty to the Owner, $60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

§ 3.4.8.3 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors.

§ 3.4.8.4 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

§ 3.4.8.5 If no schedule is attached, then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. Section 276a, (which can be accessed on the internet at https://www.wdol.gov/ or https://beta.sam.gov/) effective as of the date of this Agreement.

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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.~~Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code Section 61.1036.

§ 3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 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:

_____.1 an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or

_____.2 an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or

_____.3 such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to issue in the name of the owner, or assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, any and all material, equipment, fixtures and furniture (if

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supplied or installed by Contractor or its subcontractors), other special warranties, and manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

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§ 3.6 Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. 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.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.

§ 3.5.6 The warranties of Contractor provided in Subparagraphs 3.5.1, 3.5.2, and 3.5.3 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. 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 whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§ 3.5.7 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty under Section 12.2 herein on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period under Section 12.2 herein, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period under Section 12.2 herein. Contractor shall prosecute such warranty work under Section 12.2 herein without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period under Section 12.2 herein. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.5.8 Prior to receipt of Final Payment, Contractor shall:

.1 Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;

.2Verify that the documents are in proper form and contain full information;

.3 Co-sign warranties when required;

.4Bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;

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.5Label 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;

~~§ 3.6 Taxes~~

~~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.~~ .6Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified;

.7Separate each warranty with index tab sheets keyed to the Table of Contents listing; and

.8Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

§ 3.6 Taxes

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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~~ three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially report findings 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 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.~~a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both.

§ 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~~After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

§ 3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES)

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regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work ~~knowing~~ when Contractor knows or reasonably should have known 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.

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§ 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 in writing. 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.

§ 3.7.6 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 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, unless required to do so by the terms of the Construction Documents.

.1allowances shall cover the cost to the Contractor of materials and equipment delivered at the site ~~and all required taxes~~, less applicable trade discounts;

.3whenever costs are more than or less than allowances, the Contract Sum ~~shall be adjusted accordingly by Change Order. The amount of the Change Order~~ , unless required to do so by the terms of the Construction Documents shall be adjusted accordingly. The amount of the adjustment shall reflect (1) the difference between actual costs and the allowances

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under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

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§ 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~~ In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. 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.

§ 3.9.2 ~~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~~3 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site during performance of the Work, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion.

§ 3.9.3 ~~The Contractor~~4 Owner shall be notified not ~~employ a proposed~~less than 24 hours before any time that 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~~will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under general conditions for such day.

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and 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 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. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current

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submittal schedule, shall prepare and 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.

§ 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 compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 3.10.4 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. 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. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

The Contractor shall maintain and make available at all times, at the Project site, the ~~Contract~~ Construction Documents, including Change Orders, Construction Change Directives, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates, and other Modifications, 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 at all times, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish, for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture, or device which is visible by the general public and/or attached to an architecturally-finished surface. Samples shall be suitably labeled, adequately protected, and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 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.

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§ 3.12.11 The Contractor shall submit complete drawings, data and samples to the Architect at least eighteen (18) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within eighteen (18) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum if the Project is an A101 project, or Guaranteed Maximum Price if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

§ 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 written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 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 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~~, 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, 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 Chapter 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.

~~§ 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.~~

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§ 3.12.12 The Contractor shall submit digital copies of all submittals, product data, shop drawings and samples to the Architect, the Owner and the Architect's Consultants involved in the particular section of the work. All digital PDF's shall be saved in a searchable PDF format for digital markup by the intended recipients. Physical samples will be provided as per specification or as requested by the Owner or Architect. After final review and correction of the submittal, the Contractor shall upload or send the final submittal to the Owner and Architect for record.

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§ 3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. 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 reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

§ 3.12.14 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.

§ 3.13 Use of Site

§ 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 the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at 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 the Building.

§ 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. 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, 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 Construction Documents and Contract Documents..

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§ 3.14.3 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

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 DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL

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INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH 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 ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

§ 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 or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, 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. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition.

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. 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.

§ 3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

The Contractor shall provide the Owner and 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.

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§ 3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY

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DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 ET SEQ.

§ 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 BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS 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 (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED 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. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

§ 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~~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 INSURANCE POLICIES WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

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§ 4.2.2 ~~The~~ Architect ~~will~~shall 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.~~

§ 3.18.4 [Intentionally Deleted]

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§ 3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 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 Paragraph 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 It is understood and agreed that Subparagraph 3.18.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 3.18.8 [Intentionally Deleted]

§ 3.19 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.

§ 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~~.

§ 4.1.3 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 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.~~ final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2. 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.

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§ 4.2.6 The Architect ~~has authority to~~ shall reject Work that does not conform to the Construction Documents and the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will ~~have authority to require~~recommend to Owner additional inspection or testing of the Work in accordance with ~~Sections 13.4.2 and 13.4.3~~ the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract 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. Testing or inspections required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

~~§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in~~

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~~accordance with the requirements of the Contract Documents. 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~~least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or its structural consultant will 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. In addition, Architect or its structural consultant will 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. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not 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 at no additional cost to Owner.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. 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. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

~~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.~~ Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications 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~~As further provided in the Contract Documents, based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 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 Construction Documents and 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~~ such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or Separate Contractors while allowing 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

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installation ~~or performance~~ of equipment or systems, ~~all of which~~ remain the responsibility of the Contractor as required by the Construction Documents and 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, unless otherwise specifically stated by the Architect 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 Construction Documents or the Contract Documents, then 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.

§ 4.2.8 The Architect ~~will prepare~~shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives~~, and may order minor changes in the Work 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~~ for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize 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 shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner or recommend to the Owner that the requested change be denied. The Architect is 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.

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

§ 4.2.12 Interpretations ~~and decisions~~ or recommendations 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~~ recommendations, 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~~ Owner's decisions on matters relating to aesthetic effect ~~will be final if consistent with the intent expressed in the Contract Documents~~ shall be final.

§ 4.2.14 The Architect will review and respond to requests for information about the Construction Documents and 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 cost to the Owner.

§ 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 ~~may~~ shall notify in writing the Contractor 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

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Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. 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.

§ 5.2.3 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~~ When the ~~proposed but rejected Subcontractor was reasonably capable of performing the Work,~~ parties agree on a proposed substitute Subcontractor then the Contract Sum and Contract Time ~~shall~~ may 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.

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§ 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 subcontractors prior to the date of Owner's written notice of acceptance.

§ 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 Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

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 ensure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors 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 subcontract. 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.

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§ 5.4.1 Each subcontract agreement for ~~a~~ any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

.1assignment is effective only after termination of the Contract by the Owner for cause or convenience pursuant to ~~Section 14.2~~ Article 14 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

.2assignment 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 or prime contractors and by Owner.

§ 5.4.2 ~~Upon such~~Such assignment~~, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension~~ 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.

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§ 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 in writing the Architect and Owner 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, and shall promptly report in writing to the Architect and Owner if Owner's Separate Contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify in writing the Architect and Owner 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, and is performed in a timely manner to receive the Contractor's Work. The Contractor shall not be responsible for latent discrepancies or defects in the construction or operations by the Owner or Separate Contractor ~~that are not apparent~~.

§ 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.

§ 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. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 6.1.3 The ~~Owner shall provide for coordination of~~ Contractor shall coordinate 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.~~ to ensure that the Work remains on schedule.. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement between 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.

~~§ 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~~

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~~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 Mutual Responsibility~~

~~§ 6.2.1~~

§ 6.2 Contractor's Responsibility

§ 6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's Separate Contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's Separate Contractors. The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access and introduction and storage or staging 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. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's Separate Contractors. Contractor shall review Owner's contract with Owner's Separate Contractors and become familiar with the requirements and scope of services contained therein.

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§ 6.2.3.1 If the Architect is required to provide additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services result from negligence of or an act or omission by the Architect.

§ 6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

§ 6.2.3.3 All construction 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.

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.

§ 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. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction 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. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due 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, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

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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~~,~~ ~~the~~ or Guaranteed Maximum Price, then 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~~ 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:

§ 7.1.4 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces as indicated at the time the Contractor submitted its self-performance bid proposal, shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed6% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. 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 16% of the total cost of the change in the Work.

§ 7.1.5 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 7.1.6 If the Contract Sum is $1,000,000.00 or more, or if the Contract Sum is less than $1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to $1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

.2 The amount of the adjustment, if any, in the Contract Sum Or Guaranteed Maximum Price; and

§ 7.2.2 Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

§ 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 or Guaranteed Maximum Price, 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 or Guaranteed Maximum Price, and Contract Time being adjusted accordingly.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum or Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

.2Unit prices stated in the Contract Documents or subsequently agreed upon (additional mark-ups for overhead, profit, and fees will not be allowed);

.3Cost 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 7.4.1; or

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.4 As provided in Section 7.3.4, subject to the limitations of subparagraph 7.1.4.

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~~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 or Construction Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price, 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 Guaranteed Maximum Price, 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 Guaranteed Maximum Price, 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.

.1 ~~Costs~~Actual costs of labor, including applicable payroll taxes, ~~fringe benefits required by agreement or custom,~~ and workers' compensation insurance~~, and other employee costs approved by the Architect~~;

.2~~Costs~~Actual costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed~~ used in performing the Change in the Work;

.3~~Rental~~Actual rental costs of machinery and equipment~~, exclusive of hand tools, whether rented from the Contractor or others~~ rented from third parties, exclusive of hand tools;

.4~~Costs~~Actual costs of premiums for all bonds and insurance, and permit fees, ~~and sales, use, or similar taxes,~~ directly related to the change; and

~~.5 Costs of supervision and field office personnel directly attributable to the change~~

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.

§ 7.3.6 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 or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Maximum Price, or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum or Guaranteed Maximum Price, and 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. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.~~ plus the Contractor's allocated percent of profit and overhead, all as confirmed by the Architect.

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§ 8.3.3 This ~~Section 8.3~~Agreement does not ~~preclude~~permit the recovery of damages ~~for delay by either party under other provisions of the Contract Documents.~~, including, without limitation overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of

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God. Contractor agrees that the only possible compensation for any delay is an extension of time. . In the event that Substantial Completion is delayed in excess of 45 days, Contractor may be entitled to additional overhead expenses and general conditions. In such an event, Contractor shall provide an itemized list of such expenses. Contractor shall not be entitled to charge more if the delay is due to the CMAR or Contractor

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

§ 8.1.2 The date of commencement of the Work is the ~~date established in the Agreement~~ first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11..

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 60 days after the date of Substantial Completion.

§ 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.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve ~~Substantial~~ Final Completion within the Contract Time.

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion.

§ 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,~~ governmental actions, fire, or adverse weather conditions documented in accordance with Section 15.1.6.2~~, or other causes beyond the Contractor's control~~; (4) by delay authorized in writing by the Owner ~~pending mediation and binding dispute resolution~~; or (5) by other causes that the Contractor asserts, and the Architect ~~determines,~~ and Owner determine, may justify delay, then the Contract Time ~~shall~~ may be extended for such reasonable time as the Architect ~~may determine.~~ and Owner may determine. In the event that Substantial Completion is delayed in excess of 45 days, Contractor may be entitled to additional overhead expenses and general conditions. In such an event, Contractor shall provide an itemized list of such expenses. Contractor shall not be entitled to charge more if the delay is due to the CMAR or Contractor

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§ 9.3.1 At least ten days before the date established for each progress payment, 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~~.

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

§ 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

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inequity to the Owner or Contractor, the applicable unit prices ~~shall~~ may be equitably adjusted by prior written agreement.

§ 9.2.1 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, allocating the entire Contract Sum or in the case of a Guaranteed Maximum Price, completed by the second application for payment, 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, 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 and G703, Application and Certificate for Payment and Continuation Sheet. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown in an itemized list of general conditions and general requirements, and AIA Documents G702CMa and G703 shall be used.

§ 9.2.2 If the project is a Construction Manager at Risk project, in order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

.1 Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, or general conditions, etc. shall be listed as individual line items.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, or paving, etc.

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, or start-up, etc.).

.4 Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit, or supervision.

.5 If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

.6 Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

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.6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.1.1 ~~As provided in Section 7.3.9, 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~~Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the

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Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor ~~does~~ has not ~~intend to pay~~been invoiced by a Subcontractor or supplier, unless ~~such Work has been~~ Contractor has self-performed ~~by others whom the Contractor intends to pay~~the Work.

§ 9.3.2 ~~Unless otherwise~~1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, ~~payments shall 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~~except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. (Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).

§ 9.3.2

Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 [Intentionally deleted.]

.3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.

.5 Payment shall not include any charges for overhead or profit on stored materials.

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§ 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. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen. laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR

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SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contactor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; 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 received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmens' liens outstanding at the date of the Application for Payment; 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 Payment Application; 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; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors 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 performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment~~, either (1)~~ carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.3.4. If the Application for Payment is complete, then the Architect shall sign and, either (1) certify and 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) certify and 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.

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§ 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 Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment from Contractor to the extent necessary to preserve sufficient funds to complete the 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 Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner~~, based on the Architect's evaluation~~ that, the Architect has observed the progress of the Work and ~~the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief,~~ determined that, in the Architect's professional opinion, and the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents~~,~~. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect

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to the Owner that the Architect has, carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct 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.

.6reasonable 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~~.~~: or

.8failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

§ 9.5.2 When ~~either party~~ the Contractor disputes the Architect'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.

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§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment pursuant to Texas Government Code Section 2251.042 et seq., listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after 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. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. 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, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

§ 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~~. Any action taken by

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the Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

§ 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 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. 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. Texas Property Code § 162.001.

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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; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 60 days. Contractor shall complete Owner's Substantial Completion Certificate.

§ 9.6.8 ~~Provided the Owner has fulfilled its payment obligations under the Contract Documents, the~~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.

§ 9.6.9 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

~~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 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' notice to the Owner and Architect, 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~~§ 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, upon ten (10)additional 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.

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§ 9.7.2 If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.7.3 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 either to:

.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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§ 9.8.3 Upon receipt of the Contractor's list, the Architect 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. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare, ~~a~~ sign and issue Owner's 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~~ Final Completion of the Work or designated portion ~~thereof unless otherwise provided in the Certificate of Substantial Completion~~.

§ 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.~~

§ 9.9.1 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~~ agreed to by the Owner and the Contractor in writing, provided such occupancy or use is consented to 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 that 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 ~~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~~ resulting from such occupancy, use or installation, and property and liability insurance.

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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, or installation 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 otherwise 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.

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§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment ~~stating that~~ certifying to the ~~best of the Architect's knowledge, information and belief, and~~ Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance, including all retainages found to be due the Contractor 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. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706, an affidavit that payrolls, bills for materials and equipment, and other indebtedness 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~~ evidence satisfactory to Owner 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) using AIA Document G707, 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 AIA Document G706A, notarized subcontractor's lien releases, 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 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. 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;

.2 Final list of subcontractors (AIA Document G705);

.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, located at: www.tea.state.tx.us/school.finance/facilities/cert_2004. pdf;

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.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;

.5 Maintenance and Instruction Manuals;

.6 Owner's Final Completion Certificate; 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.

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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. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

§ 10.1.3 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, 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 any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed 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 person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 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~~ and it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any 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.~~.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims

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by that payee except those previously ~~made in writing and~~ asserted pursuant to Article 15and identified by that payee as unsettled at the time of final Application for Payment.

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..

§ 10.1.2 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 perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

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§ 10.1.4 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.

.1employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;

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

§ 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 installing fencing, 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 personal or real property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 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 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..

§ 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,

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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.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.3.3 ~~To the fullest extent permitted by law, 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~~IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

§ ~~10.2.8~~ 10.2.8 The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.

§ 10.2.9 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.

§ 10.2.10 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.

§ 10.2.11 Injury or Damage to Person or Property

If either party to the Contract 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, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The written notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor understands and acknowledges that, under Texas law, Owner has sovereign and/or governmental immunity as to all torts except as to the Owner's permitted use or operation of Owner's motor vehicles, subject to any defenses under law.

§ 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~~ in writing the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall 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~~ The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

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§ 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 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.~~

~~§ 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.~~

§ 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~~

§ 10.4.2 The performance of the foregoing services by the Contractor ~~on account of an emergency shall be determined as provided in Article 15 and Article 7~~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

§ 10.5.1 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.

§ 10.5.2 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".

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§ 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.

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§ 11.0.1 No Work will be commenced, and no equipment or materials can be shipped, until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and additional insured (except as noted in Section 11.0.4) and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations, and additional endorsements, as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than "A-" X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

§ 11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives, or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives, or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner as provided for in Section 11.3.

§ 11.0.6 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives, or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims that may arise out of, or result from, the Contractor's operations under the Contract,

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whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, at a minimum, of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 11.1 in the Agreement, or elsewhere in the Contract Documents. ~~The Contractor~~ Such insurance 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.~~include the following:

.1Claims under workers' compensation, disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing work at the site, and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project (see Exhibit A);

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~~§ 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.~~2Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

§ 11.1.2.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be in a total amount equal to 100% of the Contract Sum or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other financial security acceptable to the Owner to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) 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, and shall fully comply with Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-" X according to the latest posted ratings on the A.M. Best website, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and 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, then 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 a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

.4Claims for damages insured by usual personal injury liability coverage;

.5Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

~~§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of~~

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~~obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~§ 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.~~

~~§ 11.2 Owner's Insurance~~

~~§ 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.~~ .6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations;

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents, including under Section 3.18; and

.9 Claims for damages to the Work itself, through builder's risk insurance, pursuant to AIA 101-2017, Exhibit A.

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§ 11.~~2~~1.~~3~~4 Notice of Cancellation or Expiration of ~~Owner's~~Contractor's Required ~~Property~~ Insurance. Within three (3) business days of the date the ~~Owner becomes aware~~Contractor knows or should know of an impending or actual cancellation ~~or expiration~~ of any ~~property~~ insurance required by the Contract Documents, the ~~Owner~~Contractor shall provide written notice to the ~~Contractor~~Owner of such impending or actual cancellation. ~~or expiration. Unless~~Upon receipt of written notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the ~~Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall~~Owner, 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. The furnishing of written notice by the Contractor shall not relieve 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~~of any contractual obligation to provide any required coverage. At least 30 calendar days prior to the date of expiration of any policy required by Section 11.1, Contractor shall provide Owner written notice of the impending expiration.

§ 11.1.2.2 ~~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~~

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~~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~~The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. 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 with Architect's recommendation.

§ 11.1.2.3 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.

§ 11.1.2.4 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

§ 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.

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§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date of Substantial Completion and such date of Owner responsibility shall be documented in the Certificate of Substantial Completion. If Owner occupies or uses any completed or partially-completed portion of the Work at any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, if any, Contactor's builder's risk shall be primary and non-contributory.

§ 11.2.2 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

§ 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~~

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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 propertyAll insurance required herein shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. The Contractor shall require similar written waivers in favor of the Owner, from the subcontractors and sub-subcontractors. The policies of insurance purchased and maintained by Contractor pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation.

§ 11.3.2 The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work with insurers, regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.

§ 11.3.3 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

§ 11.4 Loss of Use, and Business Interruption, and Delay in Completion Insurance

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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.

§ 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 Contractor shall correct it promptly after receipt of written 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 written notice promptly after discovery of the condition. During If 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. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct it in the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

§ 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 and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does and/or the Architect do not object, the Owner shall settle the loss and the Contractor and Architect shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make

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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 and/or Architect timely ~~objects~~ object 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.

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect~~,~~ or Owner be uncovered for the Architect's examination and be replaced at the Contractor's 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 or Owner 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~~ may 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.

The Contractor shall promptly correct Work rejected by the Architect or Work 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.

§ 12.2.1.1 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand. Such difference shall not be paid out of any GMP funds.

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§ 12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

§ 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, but only as to the corrected Work.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction ~~of~~ by 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.

§ 12.2.6 Contractor shall 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 destroyed or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or by defects in the Work.

§ 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 provision for 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

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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, then 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 of the correction to Owner.

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The Contract shall be governed by the ~~law~~ laws 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~~ State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect 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~~in ~~a~~ 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 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~~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.

§ 13.3.2 No action or failure to act by the Owner~~, Architect, or Contractor~~ or Architect 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.

§ 13.4.1 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. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals~~. The Contractor~~ which 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.~~ be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely written 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 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~~ The Owner shall provide or contract 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.

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§ 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, with a copy to the Owner.

~~Payments due~~Undisputed payments overdue 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~~ as provided by Texas Government Code Section 2251.025.. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or 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, or 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 RECORDS

§ 13.7.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, 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 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.

§ 13.7.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.7.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing 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.

§ 13.7.3 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 systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

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§ 13.7.4 Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.79.1,

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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.

§ 13.7.5 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 overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.8.1 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.

§ 13.8.2 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; 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.

§ 13.8.3 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.

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ ninety (90) 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:

.2An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3Because 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.~~.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, then, after the applicable time period the Contractor may, upon ~~seven~~ ten (10) days' written 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~~ and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

§ 14.1.4 If the Work is stopped for a period of ~~60~~ ninety (90) 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~~ twenty (20) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 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

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a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

.2fails to make payment to Subcontractors or ~~suppliers~~ Suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers~~ Suppliers;

.3repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents~~.~~

.5fails 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 serious or repeated worker misconduct in violation of Article 3.3.2;

.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

.8fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under 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:

§ 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 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 and not expressly waived, ~~such excess shall be paid to the Contractor. 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 obligation for payment shall survive termination of the Contract~~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.

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§ 14.3.2 The Contract Sum, Guaranteed Maximum Price, and Contract Time ~~shall~~ may be adjusted, by mutual written

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agreement, 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

.1that 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.

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without causeFurthermore, 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 written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

§ 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 and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

§ 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 Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES OF CONTRACTOR

A Claim is a demand or assertion by one of the parties Contractor seeking, as a matter of right, payment of money, a change in additional compensation under 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. Documents, interpretation of the Contract Document terms,, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim Contractor. 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.

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§ 15.1.2 Time Limits on ClaimsLitigation

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract litigation, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any the case of the Owner not more than 10 12 years after the date of Substantial Final 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.

§ 15.1.3.1 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 written notice to the other party Owner 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 Architect. Claims by the Contractor under this Section 15.1.3.1 shall must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first recognizes Contractor first knew or should have known the condition giving rise to the Claim, whichever is

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~~later~~ earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as a result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice then the Notice shall be amended at the earliest date that is reasonably possible. 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. Claims not filed as required by this Section shall be waived.

§ 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 written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7, as amended, and Article 14, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.

§ 15.1.~~4.2 The~~5 Claims for Additional Cost or An Increase in the Contract Sum ~~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.~~

~~§ 15.1.5 Claims for Additional Cost~~

~~If the Contractor wishes to make a Claim for an increase in the Contract Sum, 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~~or Guaranteed Maximum Price

If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum or Guaranteed Maximum Price, written notice as provided in Section 15.1.3 shall be given to Owner and Architect. 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's Board of Trustees, or Owner's representative if provided for herein, 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.

§ 15.1.6.1 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.

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§ 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 were abnormal for the period of time, could not have been reasonably anticipated, and ~~had an adverse effect on the scheduled construction.~~

~~§ 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~~

~~.1damages 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~~

~~§ 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~~

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~~Owner's expense.~~1.6.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or because of hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents. Contractor shall only be entitled to time extensions per the terms of the Contract Documents, including Section 8.3

~~.2damages 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 Initial Decision~~

~~§ 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 shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days 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~~ prevented the execution of major items of work on normal working days. "Adverse weather conditions" means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year..

§ 15.1.6.3 The Contractor shall anticipate and include in the construction schedule rain days due to adverse weather conditions in accordance with the rainfall table below. A rain day is defined as a day when rainfall exceeds one-half (.5) inch during a 24-hour period. The number of rain days expected for each month is as follows:

Note: Prior to the execution of the Contract, Owner shall fill in the blanks below:

January	[2] calendar days	July
	[2] calendar days	
February	[2] calendar days	August
	[2] calendar days	
March	[3] calendar days	September
	[2] calendar days	
April	[3] calendar days	October
	[3] calendar days	
May	[4] calendar days	November
	[2] calendar days	
June	[3] calendar days	December
	[2] calendar days	

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§ 15.1.6.4 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. 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 number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract. No delays or extensions shall be granted for mud conditions.

~~§ 15.2.2 The Initial Decision Maker will review Claims and within ten 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.~~

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~~§ 15~~2.3.~~1~~ In evaluating 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.~~the Architect 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 Architect in making a written recommendation.

~~§ 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~~1.6.6 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section or Sections 8.3 shall be waived.

~~§ 15.2~~1.~~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 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~~7 Waiver of Claims for Consequential Damages

The Contractor waives all Claims against Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration..

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.

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~ Resolution of Claims and Disputes

~~§ 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.~~

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§ 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 controversyClaims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 15.2.82 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 deadlinesThe Architect shall review Claims and within ten days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

§ 15.3 Mediation

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. 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. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located.

§ 15.3.2.4 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 proceedingsIf the Architect 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 provide a response on the requested supporting data, advise the Initial Decision Maker when the response or supporting data will be furnished, or 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 Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be reached, then either party may request mediation of the dispute pursuant to Section 15.3.

§ 15.32.3 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 decision6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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 Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 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.

§ 15.4 Arbitration

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~~§ 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~~ Alternative Dispute Resolution

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived under the terms of the Contract Documents, shall, after written recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section.

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~~§ 15.4~~3.1.1 ~~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~~3 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

~~§ 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.~~4 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

§ 15.4.~~4 Consolidation or Joinder~~ No Arbitration

§ 15.4.~~4.1 Subject~~1 Notwithstanding anything to the ~~rules of~~contrary in 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)~~Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

~~§ 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~~

§ 15.5 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by 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 authorized by law.

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§ 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.~~6 In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

EXECUTED this _____ day of _____, _____.

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MANSFIELD INDEPENDENT SCHOOL DISTRICTAuthers Building Group

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Colby Rideout, 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 13:55:56 CDT on 10/22/2026 under Order No. 20250153803 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.

Colby Rideout

(Signed)

Attorney for Mansfield ISD

(Title)

October 22, 2026

(Dated)

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Board of School Trustees
Mansfield Independent School District

TITLE: Consideration for Approval of Resolution #27-09 for HB 3 Compliance

DATE: October 27, 2026

Consent Item

BACKGROUND:

During the 88th Legislative Session House Bill 3 was signed into law. HB 3 is codified in Chapter 37 of the Texas Education Code and requires the placement of at least one armed officer on each campus during school hours. MISD has had an officer on every campus since the 2018-2019 school year.

Resolution #27-09 lays out the 'Good Clause Exemption' contained within HB 3 should the district not be able to provide coverage for a campus on any day. Resolution #27-09 also provides the process MISD PD will follow to secure coverage for all campuses.

RECOMMENDATION:

The superintendent recommends approval of Resolution #27-09 as written to ensure compliance with HB 3 and the Texas Education Code.

RESOLUTION OF THE BOARD OF TRUSTEES OF
MANSFIELD INDEPENDENT SCHOOL DISTRICT
Resolution No.: 27-09

WHEREAS, the Board of Trustees (the "Board") of the Mansfield Independent School District (the "District") is authorized by § 11.51 of the Texas Education Code ("TEC") to govern and oversee the management of the public schools in the District; and

WHEREAS, Mansfield Independent School District in response to the passage of House Bill 3 which amends § 37.0814 of the Texas Education Code to require at least one armed security officer to be present during regular school hours, excluding a good cause exception from the requirement; and

WHEREAS, the Board of Trustees finds that the District may be unable to comply with TEC § 37.0814 and therefore claims a good cause exception from compliance due to the availability or lack thereof funding or personnel who qualify to serve as a security officer.

WHEREAS, Mansfield ISD has every intention to comply with Section 10 of House Bill 3 by placing at least one MISD police officer on every campus during regular school hours. Mansfield ISD became one of the first Independent School Districts in the State of Texas to commission its own police force in 1993 and has placed officers on every campus since the 2018-2019 school year.

WHEREAS, there are times that campus officers may need to be off campus. The reasons include required training, illness, light duty, and patrol vehicle maintenance. During those times the Manfield ISD Police Department employs the following coverage methods as appropriate:

1. Contracting with city police officers or sheriff's officers to be on campus for the day.
2. Shifting of duties of existing Mansfield ISD Police personnel.
3. Rotation of a nearby Manfield ISD Police officer from their home campus to the campus at issue.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MANSFIELD INDEPENDENT SCHOOL DISTRICT:

RESOLVED, the Board of Trustees authorizes and directs the Superintendent to develop and maintain documentation of the District's implementation of and compliance with TEC § 37.0814, including documentation related to the good cause exception claimed by the District. If this documentation is requested by the Texas Education Agency, the District shall provide that documentation to the TEA in the manner prescribed by the agency.

PASSED AND APPROVED this ____ day of _____ 2026 by the Board of Trustees for the Mansfield Independent School District.

By: _____
Dr. Jandel Crutchfield
President of the Mansfield ISD Board of Trustees

Attest: _____
Jason Thomas
Board Secretary

Board of School Trustees
Mansfield Independent School District

TITLE: Consideration and Approval of School Health Advisory Council (SHAC) Members

DATE: 10/09/26

ACTION

BACKGROUND:
In compliance with Title 2, Chapter 28, Section 28.004 of the Texas Education Code. The board of trustees shall appoint at least five members to the local school health advisory council.

RECOMMENDATION:
The Superintendent recommends that the Board approve the SHAC members as presented.

Appointed by Board:

Adibeh Awaida

Kimber Shelton

April Patteson

Leon Williams

Lisa Conatser

Returning Committee Members:

Allan Turner

George Fassett

Krystle Garret-Green

Nikayela Lockett

Vanessa James

Dion Brugger

Courtney Waters

Kristen Flemingwood

George Fassett

Board of School Trustees
Mansfield Independent School District

TITLE: Delinquent Tax Attorney Report DATE: October 27, 2026

INFORMATION

BACKGROUND:

Delinquent tax attorneys, Linebarger, Goggan, Blair & Sampson, L.L.P., retained by Mansfield ISD generate an activity report every month through records received from Tarrant Appraisal District. The report for the month of September is presented to provide information on the 2024 tax roll.

The 2025 tax year percentage of collection through September 30, 2026, is (58.39%) which represents three months of the tax collection year. The 2025 Adjusted Delinquent Tax Levy as of September 30, 2026, is $1,317,879 (this includes $339,308 of recent adjustments for the month of September). The balance due as of September 30, 2026, is $1,339,634.

Mansfield Independent School District

Delinquent Tax Collection Report

Reporting Period

September 2026

Charles E. Brady, Capital Partner
Charles.Brady@lgbs.com
817.317. 9506

Shannon Ortiz, Area Manager
Shannon.Ortiz@lgbs.com
817.317.9541

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ATTORNEYS AT LAW
100 THROCKMORTON, SUITE #1700
FORT WORTH, TEXAS 76102

817.877.4589
FAX 817.877.0601

October 15, 2026

Dr. Tiffanie Spencer, Superintendent
Mansfield Independent School District
605 E. Broad Street.
Mansfield, TX 76063

Re: Activity Report on Delinquent Tax Collections for the month of September 2026

Dear Dr. Spencer:

Linebarger Goggan Blair & Sampson, LLP, is pleased to provide the following information recapping our delinquent tax collection activity for the month of **September 2026** for our Mansfield Independent School District delinquent tax collection program. Please find the following items attached summarizing our efforts on your behalf.

- **A)** A report highlighting the **collection activities** we have undertaken on behalf of the Mansfield Independent School District.
- **B)** A report highlighting the **litigation activities** we have undertaken on behalf of the Mansfield Independent School District.
- **C)** Refunds information for September 2026.
- **D)** An analysis of the Mansfield Independent School District combined delinquent tax roll by Property Types.

September marks the third month of the delinquent collection cycle and the District again collected very well. The District successfully collected $325,775 of delinquent penalties, interest and base tax for the month. As with August, collections revenues for September very nearly exceeded total refunds issued by the Tarrant County Appraisal District for the month; those refunds total $340,958 in refunded base tax, penalty and interest. Our Team has created a separate section of this report below, Section C, that reports on refunds issued by the District. Refunds issued are not a reflection of the effectiveness of the collection service you are receiving, but the funds refunded do impact the overall monies received by the District in its monthly allotment from the Tax Office.

As always, should our efforts result in phone calls or inquiries to the District, please direct those calls or inquiries to Shannon Ortiz at the office or to myself at 817-489-4062. It is our pleasure to service your account and we appreciate our partnership with the Mansfield ISD!

Many Thanks,

Charles E. Brady, Capital Partner
CEB/dc

cc: Monica Irvin, Associate Superintendent of Business & Finance
Mansfield Independent School District
605 E. Broad Street. #100
Mansfield, TX 76063

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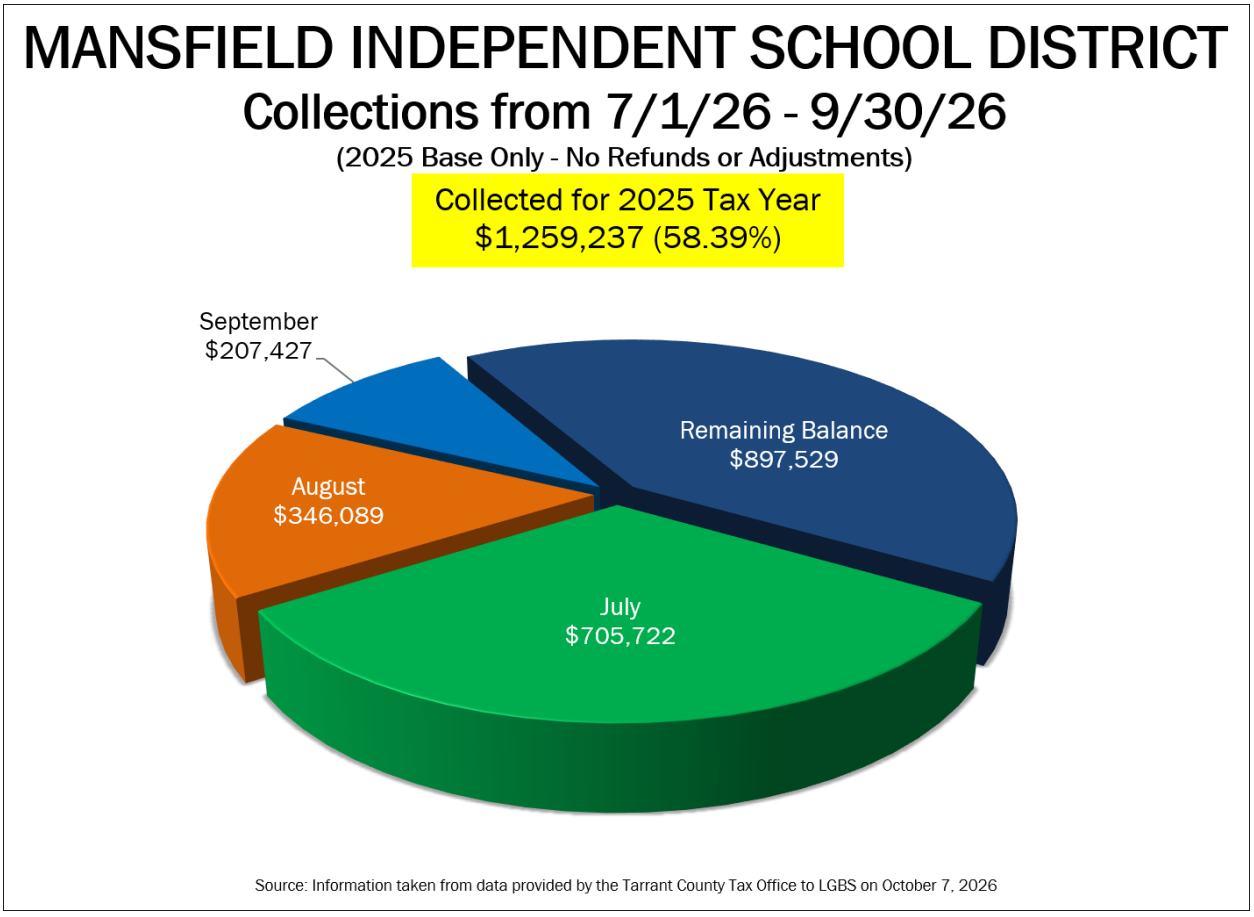
A. Collection Highlights

For the month of **September 2026**, our collection program resulted in **$325,775 in delinquent taxes, penalty and interest** being collected for the District. The chart below breaks down the total collections.

COLLECTIONS	
BASE TAX COLLECTIONS	$276,155
PENALTIES & INTEREST COLLECTIONS	$49,620
TOTAL COLLECTIONS	$325,775

The 2025 Adjusted Delinquent Tax Levy as of September 30, 2026 for the Mansfield ISD is $1,317,879 (this includes ($339,308) of recent adjustments for the month of September). The amount collected for the 2025 tax year for the month of September through September 30, 2026 (excluding refunds) is $207,427. The 2025 tax year collection percentage through September 30, 2026 (excluding refunds & adjustments) is 58.39%. The remaining levy balance due as of September 30, 2026 is $1,339,634.



B. Litigation Highlights

Aside from consistently supplementing our collection efforts with **telephone collection calls** to delinquent taxpayers to resolve their accounts, our activity this month includes:

LITIGATION	
# ACCOUNTS FILED	15
$ ACCOUNTS FILED	$59,611
# ACCOUNTS DISMISSED (PAID IN FULL)	15
$ ACCOUNTS DISMISSED (PAID IN FULL)	$28,785
# ACCOUNTS IN JUDGMENT	13
$ ACCOUNTS IN JUDGMENT	$82,081
# ACCOUNTS FOR NONSUIT	4
$ ACCOUNTS FOR NONSUIT	$5,810
# JUDGMENTS RELEASED	6
$ JUDGMENTS RELEASED	$105,555

Note - Due to trial setting scheduled at the end of each month, judgment figures reported are from previous month.

MAILINGS/BANKRUPTCY/SPECIAL EFFORTS	
	1 Mass Mailing
# ACCOUNTS MAILED	258
$ AMOUNT MAILED	$671,590
# BNK PROOFS FILED	58
# CONSTABLE'S SALES SET	3
$ CONSTABLE'S SALES SET	$100,591

Note - Proof of Claims include total number of bankruptcy proof of claims filed on behalf of all LGB&S clients collected by the Tarrant County Tax Office.

C. REFUNDS

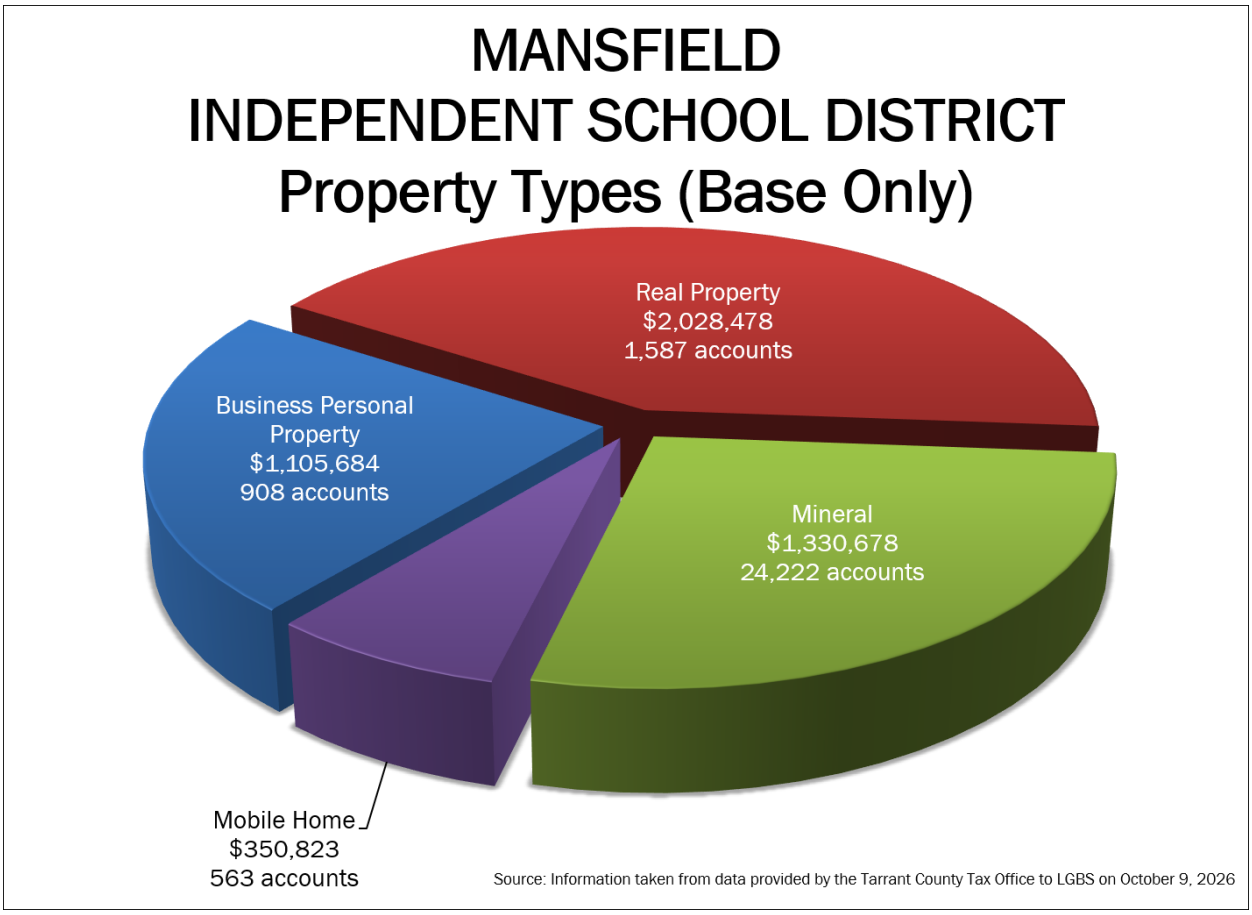
The following numbers reflect the refunds owed back to taxpayers from taxing entities in accordance with State law primarily due to successful or partially successful challenges made to the original valuations assessed by the Tarrant Appraisal District. **NOTE: Refunds are in no way a byproduct of, nor influenced by, the law firm that collects your delinquent taxes. Refunds do not reflect upon the efforts made on behalf of your professional delinquent tax collection program.** These numbers are detailed below for completeness and only to illustrate the net impact of refunds on your finances.

SEPTEMBER 2026 REFUNDS	
BASE TAX REFUNDS	($339,669)
PENALTIES & INTEREST REFUNDS	($1,288)
TOTAL REFUNDS	($340,958)

455

D. Delinquent Tax Roll Analysis

As of September 2026, the Mansfield Independent School District combined delinquent tax roll by Property Types is as follows:



Board of School Trustees
Mansfield Independent School District

TITLE: Disbursement Reports DATE: October 27, 2026

INFORMATION

BACKGROUND:

The District reports all checks written on a monthly basis. The disbursements are organized by fund and list the check date, payee, description of purchase, and amount.

CONSIDERATIONS:

The items listed in the Detail Disbursement Report include all payments for September 2026 with the exception of payroll, payroll liabilities, and manual wire payments. The payments listed on the Detail Disbursement Report are the result of payment generated documents such as purchase orders, check requests, etc.

An additional report of Disbursements Over $25,000 is provided for items of interest with information on the expenditure.

The Summary Disbursement Report includes a summary by fund of the detail report and also includes manual wire payment detail for funds other than Payroll.

The Payroll Check Summary report provides summary information regarding net payroll for the month and payroll liability payments.

RECOMMENDATION:

None. For information only.

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
181 - ATHLETICS			
9/1/2026	ARBITERSPORTS LLC, ATH ACCOUNT	MISCELLANEOUSCONTRACTED SERVIC	128,240.00
9/1/2026	ARLINGTON ISD - SEGUIN HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	790.00
9/1/2026	ARLINGTON ISD - MARTIN HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	1,100.00
9/1/2026	ARLINGTON ISD - SAM HOUSTON HIGH SCHO	TRAVEL AND SUBSISTENCE - STUDE	895.00
9/1/2026	BBRBC GOLF BOOSTER CLUB	TRAVEL AND SUBSISTENCE - STUDE	500.00
9/1/2026	CARROLL ATHLETIC BOOSTER CLUB	TRAVEL AND SUBSISTENCE - STUDE	350.00
9/1/2026	CRUFF, BOBBI	MEMBERSHIPS	135.00
9/1/2026	FORT WORTH ISD - PASCHAL HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	650.00
9/1/2026	FRANKLIN, MALLORY	TRAVEL,TRAINING & SUBSISTENCE	255.00
9/1/2026	GAME ONE, CARDINAL'S SPOR	GENERAL SUPPLIES	4,990.00
9/1/2026	GRANBURY ISD - GRANBURY GIRLS GOLF BC	TRAVEL AND SUBSISTENCE - STUDE	595.00
9/1/2026	GRANBURY ISD - GRANBURY PIRATE BOYS G	TRAVEL AND SUBSISTENCE - STUDE	200.00
9/1/2026	LEWALLEN, PATRICK	TRAVEL,TRAINING & SUBSISTENCE	378.02
9/1/2026	MANSFIELD HS ATHLETIC BOOSTER CLUB IN(	TRAVEL AND SUBSISTENCE - STUDE	765.00
9/1/2026	OLD BRICKYARD GOLF COURSE	TRAVEL AND SUBSISTENCE - STUDE	250.00
9/1/2026	SMITH, MICHAEL	TRAVEL,TRAINING & SUBSISTENCE	400.00
9/1/2026	SMITH, RAHN	MEMBERSHIPS	120.00
9/1/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	124.30
9/1/2026	SUMMIT HS ATHLETIC BOOSTER CLUB INC	TRAVEL AND SUBSISTENCE - STUDE	300.00
9/1/2026	TEXARKANA ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	750.00
9/1/2026	ULINE	GENERAL SUPPLIES	552.69
9/1/2026	WILSON, MICHAEL	MEMBERSHIPS	70.00
9/3/2026	ALEDO ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	425.00
9/3/2026	ARLINGTON ISD - ARLINGTON HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	240.00
9/3/2026	AWARDS 4 WINNERS	MISCELLANEOUS OPERATING COSTS	1,554.00
9/3/2026	BURTON, MEGAN	TRAVEL,TRAINING & SUBSISTENCE	600.00
9/3/2026	EVERMAN ISD - EVERMAN HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	250.00
9/3/2026	GAME ONE, CARDINAL'S SPOR	DEFERRED EXPENDITURES/EXPENSES	0.00
9/3/2026	GAME ONE, CARDINAL'S SPOR	GENERAL SUPPLIES	9,628.92
9/3/2026	MANSFIELD HS ATHLETIC BOOSTER CLUB IN(	TRAVEL AND SUBSISTENCE - STUDE	180.00
9/3/2026	NICHOLSON, BOBBY	TRAVEL,TRAINING & SUBSISTENCE	511.24
9/3/2026	SOUTHERN OAKS COUNTRY CLUB	GENERAL SUPPLIES	2,500.00
9/3/2026	TANGLE RIDGE GOLF CLUB	TRAVEL AND SUBSISTENCE - STUDE	4,000.00
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	REFRESHMENTS/FOOD FOR MEETINGS	267.66
9/3/2026	WARRIOR GOLF BOOSTER CLUB	TRAVEL AND SUBSISTENCE - STUDE	240.00
9/4/2026	TRS	TEACHER RETIREMENT	13,016.77
9/8/2026	ARLINGTON ISD - ARLINGTON HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	1,050.00
9/8/2026	ARLINGTON ISD - SAM HOUSTON HIGH SCHO	TRAVEL AND SUBSISTENCE - STUDE	240.00
9/8/2026	BOUTWELL, RYAN	TRAVEL,TRAINING & SUBSISTENCE	600.00
9/8/2026	JESUIT COLLEGE PREP	TRAVEL AND SUBSISTENCE - STUDE	350.00
9/8/2026	LAMAR HIGH SCHOOL VOLLEYBALL BOOSTEI	TRAVEL AND SUBSISTENCE - STUDE	525.00
9/8/2026	MANSFIELD HS ATHLETIC BOOSTER CLUB IN(	TRAVEL AND SUBSISTENCE - STUDE	200.00
9/8/2026	MCNEIL HIGH SCHOOL TRACK AND XC BOOS	TRAVEL AND SUBSISTENCE - STUDE	400.00
9/8/2026	MIDLOTHIAN ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	200.00
9/8/2026	NORTHSIDE HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	375.00
9/8/2026	OLEN WILLIAMS INC	CONTRACTED MAINTENANCE AND REP	530.00
9/8/2026	SAM HOUSTON CROSS COUNTRY & TRACK B	TRAVEL AND SUBSISTENCE - STUDE	400.00
9/8/2026	WALNUT CREEK COUNTRY CLUB	GENERAL SUPPLIES	1,250.00
9/8/2026	WOMACK, JEROD	TRAVEL,TRAINING & SUBSISTENCE	511.24
9/10/2026	ARLINGTON ISD - SEGUIN HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	385.00
9/10/2026	CLEBURNE ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	710.00
9/10/2026	COLEMAN, JACODY	MEMBERSHIPS	70.00
9/10/2026	COLEMAN, JACODY	TRAVEL,TRAINING & SUBSISTENCE	430.00
9/10/2026	FORT WORTH ISD - PASCHAL HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	650.00
9/10/2026	GLEN ROSE ISD	TRAVEL AND SUBSISTENCE - STUDE	550.00

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
181 - ATHLETICS			
9/10/2026	NORTHWEST ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	300.00
9/10/2026	SUMMIT HS ATHLETIC BOOSTER CLUB INC	TRAVEL AND SUBSISTENCE - STUDE	375.00
9/10/2026	THOMPSON, WELDON	TRAVEL,TRAINING & SUBSISTENCE	265.00
9/15/2026	BSN SPORTS LLC	GENERAL SUPPLIES	1,990.98
9/15/2026	CLEBURNE ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	600.00
9/15/2026	CROWLEY ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	500.00
9/15/2026	DIETERICH PTO, INC	TRAVEL AND SUBSISTENCE - STUDE	1,000.00
9/15/2026	FORT WORTH FOOTBALL OFFICIALS	MISCELLANEOUSCONTRACTED SERVIC	850.00
9/15/2026	GLEN ROSE ISD	TRAVEL AND SUBSISTENCE - STUDE	725.00
9/15/2026	JEAN'S RESTAURANT SUPPLY, TARI INC	GENERAL SUPPLIES	0.00
9/15/2026	JEAN'S RESTAURANT SUPPLY, TARI INC	OTHER EQUIPMNT<$10000	24,067.89
9/15/2026	KENNEDALE ATHLETIC BOOSTER CLUB CORF	TRAVEL AND SUBSISTENCE - STUDE	700.00
9/15/2026	SOUTHERN OAKS COUNTRY CLUB	TRAVEL AND SUBSISTENCE - STUDE	5,000.00
9/17/2026	GAME ONE, CARDINAL'S SPOR	GENERAL SUPPLIES	1,399.60
9/17/2026	OLEN WILLIAMS INC	CONTRACTED MAINTENANCE AND REP	1,030.00
9/17/2026	POWER LIFT, POWER LIFT ACQUIS	GENERAL SUPPLIES	743.80
9/17/2026	RIDDELL/ALL AMERICAN SPORTS CORP.	GENERAL SUPPLIES	292.95
9/17/2026	THOMPSON, WELDON	TRAVEL AND SUBSISTENCE - STUDE	78.61
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	DEFERRED EXPENDITURES/EXPENSES	0.00
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	REFRESHMENTS/FOOD FOR MEETINGS	321.17
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	TRAVEL,TRAINING & SUBSISTENCE	80.00
9/22/2026	ALERT SERVICES, INC	GENERAL SUPPLIES	321.47
9/22/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	49.66
9/22/2026	BRIDGEPORT GOLF BOOSTER CLUB	TRAVEL AND SUBSISTENCE - STUDE	300.00
9/22/2026	CONROE INDEPENDENT SCHOOL DISTRICT	TRAVEL AND SUBSISTENCE - STUDE	400.00
9/22/2026	CROWLEY ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	500.00
9/22/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	304.13
9/22/2026	GAME ONE, CARDINAL'S SPOR	GENERAL SUPPLIES	1,859.20
9/22/2026	GRAND PRAIRIE ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	275.00
9/22/2026	GRAPEVINE MIDDLE SCHOOL ATHLETIC BOO	TRAVEL AND SUBSISTENCE - STUDE	350.00
9/22/2026	KELLER ISD - CENTRAL HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	425.00
9/22/2026	LUBBOCK ISD	TRAVEL AND SUBSISTENCE - STUDE	500.00
9/22/2026	MIDLOTHIAN ISD ATHLETICS	TRAVEL AND SUBSISTENCE - STUDE	700.00
9/22/2026	PFLUGERVILLE ISD	TRAVEL AND SUBSISTENCE - STUDE	550.00
9/22/2026	PIONEER MANUFACTURING COMPANY, PIONI	CONTRACTED MAINTENANCE AND REP	3,115.25
9/22/2026	RIDDELL/ALL AMERICAN SPORTS CORP.	CONTRACTED MAINTENANCE AND REP	4,404.08
9/22/2026	RIDDELL/ALL AMERICAN SPORTS CORP.	DEFERRED EXPENDITURES/EXPENSES	0.00
9/22/2026	TOWEL SUPERCENTER	GENERAL SUPPLIES	306.08
9/24/2026	ALERT SERVICES, INC	GENERAL SUPPLIES	969.56
9/24/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	517.92
9/24/2026	ARLINGTON ISD - BOWIE HS	TRAVEL AND SUBSISTENCE - STUDE	350.00
9/24/2026	ARLINGTON ISD - SAM HOUSTON HIGH SCHO	TRAVEL AND SUBSISTENCE - STUDE	350.00
9/24/2026	BRITTAIN, BROOKE	TRAVEL,TRAINING & SUBSISTENCE	170.00
9/24/2026	CARROLL ISD	TRAVEL AND SUBSISTENCE - STUDE	750.00
9/24/2026	DANSER, DOUGLAS	MEMBERSHIPS	70.00
9/24/2026	G4 GOLF EVENTS LLC	TRAVEL AND SUBSISTENCE - STUDE	785.00
9/24/2026	GLEN ROSE ISD	TRAVEL AND SUBSISTENCE - STUDE	600.00
9/24/2026	HUDL AGILE SPORTS TECHNOLOGIES	SOFTWARE SUBSCRIPTIONS	73,500.00
9/24/2026	MAGNOLIA ISD - MAGNOLIA HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	400.00
9/24/2026	OVR PERFORMANCE LLC	GENERAL SUPPLIES	509.86
9/24/2026	ROYSE CITY ISD	TRAVEL AND SUBSISTENCE - STUDE	450.00
9/29/2026	ALLIANCE LAUNDRY SYSTEMS DISTRIBUTION	GENERAL SUPPLIES	2,463.95
9/29/2026	ARLINGTON ISD - BOWIE HS	TRAVEL AND SUBSISTENCE - STUDE	1,050.00
9/29/2026	CYFAIR ISD	TRAVEL AND SUBSISTENCE - STUDE	550.00
9/29/2026	DALLAS MAVERICKS	TRAVEL AND SUBSISTENCE - STUDE	350.00

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
181 - ATHLETICS			
9/29/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	207.24
9/29/2026	GAME ONE, CARDINAL'S SPOR	GENERAL SUPPLIES	6,374.72
9/29/2026	HALL, CHANNON	MEMBERSHIPS	70.00
9/29/2026	HALL, CHANNON	TRAVEL,TRAINING & SUBSISTENCE	105.00
9/29/2026	KEENE ISD	TRAVEL AND SUBSISTENCE - STUDE	725.00
9/29/2026	KELLER ISD - CENTRAL HIGH SCHOOL	TRAVEL AND SUBSISTENCE - STUDE	700.00
9/29/2026	MAMA'S PIZZA	REFRESHMENTS/FOOD FOR MEETINGS	343.75
9/29/2026	SUMMIT HS ATHLETIC BOOSTER CLUB INC	TRAVEL AND SUBSISTENCE - STUDE	300.00
9/29/2026	WELDON, WILLIAMS & LICK, INC	GENERAL SUPPLIES	1,186.58
9/29/2026	WOMACK, JEROD	TRAVEL,TRAINING & SUBSISTENCE	395.71
		181 - ATHLETICS	**334,174.00**
195 - ADVERTISING			
9/1/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	169.44
9/1/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	1,174.95
9/3/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	273.94
9/8/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	19.48
9/8/2026	SERVICE FIRST JANITORIAL LLC	MISCELLANEOUSCONTRACTED SERVIC	14,936.39
9/10/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	108.97
9/15/2026	SERVICE FIRST JANITORIAL LLC	MISCELLANEOUSCONTRACTED SERVIC	6,062.69
9/17/2026	B&H PHOTO-VIDEO-PRO-AUDIO	GENERAL SUPPLIES	8.94
9/17/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	1,101.49
9/22/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	515.04
9/22/2026	B&H PHOTO-VIDEO-PRO-AUDIO	GENERAL SUPPLIES	291.06
9/22/2026	CDW GOVERNMENT	TECHNOLOGY EQUIPMNT<$10000	14,846.79
9/22/2026	CESCO INC	TECHNOLOGY EQUIPMNT<$10000	479.00
9/22/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	337.36
9/22/2026	SERVICE FIRST JANITORIAL LLC	MISCELLANEOUSCONTRACTED SERVIC	7,454.43
9/24/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	172.71
9/24/2026	SERVICE FIRST JANITORIAL LLC	MISCELLANEOUSCONTRACTED SERVIC	6,239.92
9/29/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	158.24
9/29/2026	SUNBELT RENTALS INC	RENTALS-OPERATING LEASES	638.16
		195 - ADVERTISING	**54,989.00**
196 - SPECIAL OPERATING FUND			
9/10/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	23.38
9/10/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	22.99
9/22/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	185.90
9/24/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	89.03
		196 - SPECIAL OPERATING FUND	**321.30**
198 - CCMR			
9/4/2026	TRS	TEACHER RETIREMENT	2,029.56
9/15/2026	AMAZON CAPITAL SERVICES INC	TESTING MATERIALS	2,375.00
		198 - CCMR	**4,404.56**
199 - GENERAL OPERATING			
9/1/2026	ALICIA WOODS AUDIOLOGY LLC	MISCELLANEOUSCONTRACTED SERVIC	1,650.00
9/1/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	10,438.40
9/1/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	382.08
9/1/2026	AMAZON CAPITAL SERVICES INC	OTHER SUPPLIES FOR M&O	244.04
9/1/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	230.46
9/1/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	272.95
9/1/2026	AMAZON CAPITAL SERVICES INC	TECHNOLOGY EQUIPMNT<$10000	130.91

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/1/2026	AMERICAN HEART ASSOCIATION, INC	GENERAL SUPPLIES	590.00
9/1/2026	APPLE INC.	GENERAL SUPPLIES	138.00
9/1/2026	APPLE INC.	SOFTWARE SUBSCRIPTIONS	39,600.00
9/1/2026	APPLE INC.	TECHNOLOGY EQUIPMNT<$10000	2,277.75
9/1/2026	ARLINGTON-MANSFIELD AREA YMCA	TRAVEL,TRAINING & SUBSISTENCE	500.00
9/1/2026	ARTA TRAVEL	TRAVEL,TRAINING & SUBSISTENCE	441.79
9/1/2026	AWARD CENTER	MISCELLANEOUS OPERATING COSTS	48.04
9/1/2026	AWARD CENTER	MISCELLANEOUSCONTRACTED SERVIC	316.77
9/1/2026	B&B COMMERCIAL PRINTING, KENNETH BUR(	MISCELLANEOUSCONTRACTED SERVIC	198.00
9/1/2026	B&H PHOTO-VIDEO-PRO-AUDIO	GENERAL SUPPLIES	3,514.34
9/1/2026	BETHESDA WATER SUPPLY CORP	UTILITIES - WATER	3,524.34
9/1/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	1,057.96
9/1/2026	BRANDABILITY, INC.	GENERAL SUPPLIES	1,965.92
9/1/2026	BRANDABILITY, INC.	MISCELLANEOUSCONTRACTED SERVIC	70.00
9/1/2026	BUSINESS ESSENTIALS, CMBC INVESTMENTS	GENERAL SUPPLIES	517.71
9/1/2026	CAPTURING KIDS HEARTS, FLIPPEN GROUP	MISCELLANEOUSCONTRACTED SERVIC	295.00
9/1/2026	CARAHSOFT TECHNOLOGY CORPORATION	SOFTWARE SUBSCRIPTIONS	9,553.96
9/1/2026	CAROLINA BIOLOGICAL SPLY CO	GENERAL SUPPLIES	180.57
9/1/2026	CCC FENCE LLC, MARK HARRIS	CONTRACTED MAINTENANCE AND REP	12,130.00
9/1/2026	CDW GOVERNMENT	GENERAL SUPPLIES	176.61
9/1/2026	CDW GOVERNMENT	MISCELLANEOUSCONTRACTED SERVIC	10,000.00
9/1/2026	CDW GOVERNMENT	TECHNOLOGY EQUIPMNT<$10000	1,371.77
9/1/2026	CENTURY HVAC DISTRIBUTING, L.P.	OTHER SUPPLIES FOR M&O	63.40
9/1/2026	CESCO INC	TECHNOLOGY EQUIPMNT<$10000	529.00
9/1/2026	CHICK-FIL-A #01021, N WALNUT CREEK	REFRESHMENTS/FOOD FOR MEETINGS	99.00
9/1/2026	CINTAS CORPORATION NO. 2	GENERAL SUPPLIES	254.67
9/1/2026	CITY OF MANSFIELD, UTILITIES	UTILITIES - WATER	22,268.36
9/1/2026	COMMUNICATIONS PLUS, INC.	CONTRACTED MAINTENANCE AND REP	6,615.40
9/1/2026	COMMUNICATIONS PLUS, INC.	MISCELLANEOUSCONTRACTED SERVIC	1,336.40
9/1/2026	COMPLETE SUPPLY, INC	INVENTORY - WAREHOUSE SUPPLIES	200.16
9/1/2026	CONCORD THEATRICALS CORP	CONTRACTED MAINTENANCE AND REP	999.00
9/1/2026	CONCORD THEATRICALS CORP	GENERAL SUPPLIES	1,439.65
9/1/2026	CONCORD THEATRICALS CORP	MISCELLANEOUS OPERATING COSTS	1,660.00
9/1/2026	CONCORD THEATRICALS CORP	RENTALS-OPERATING LEASES	550.00
9/1/2026	DEMCO INC	GENERAL SUPPLIES	79.34
9/1/2026	DEMIDEC CORPORATION	GENERAL SUPPLIES	500.00
9/1/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	616.88
9/1/2026	ELLIOTT ELECTRIC SUPPLY INC	OTHER SUPPLIES FOR M&O	380.00
9/1/2026	FLINN SCIENTIFIC, INC	GENERAL SUPPLIES	51.91
9/1/2026	GENUINE PARTS COMPANY-NAPA	GASOLINE AND OTHER FUELS OR VE	860.45
9/1/2026	GENUINE PARTS COMPANY-NAPA	OTHER SUPPLIES FOR M&O	22.77
9/1/2026	GENUINE PARTS COMPANY-NAPA	VEHICLE PARTS & SUPPLIES	4,491.31
9/1/2026	GOT SPIRIT LLC	GENERAL SUPPLIES	382.00
9/1/2026	GOT YOU COVERED WORK WEAR & UNIFORM	GENERAL SUPPLIES	1,501.06
9/1/2026	GOVCONNECTION INC	GENERAL SUPPLIES	97.28
9/1/2026	HAROLD'S BEE GONE	MISCELLANEOUSCONTRACTED SERVIC	400.00
9/1/2026	HD SUPPLY, INC	INVENTORY - WAREHOUSE SUPPLIES	2,373.12
9/1/2026	HIRED HANDS, INC	MISCELLANEOUSCONTRACTED SERVIC	1,286.00
9/1/2026	HNK STRATEGY LLC, HOLLY WALLACE	MISCELLANEOUSCONTRACTED SERVIC	2,200.00
9/1/2026	HOUGHTON HORNS, LLC	GENERAL SUPPLIES	975.00
9/1/2026	IML SECURITY SUPPLY, INTERMOUNTAIN LOC	OTHER SUPPLIES FOR M&O	1,884.54
9/1/2026	INTERSPEC, LLC	OTHER SUPPLIES FOR M&O	1,399.60
9/1/2026	INTERSTATE ALL BATTERY CENTER	BUILDING SUPPLIES	159.78
9/1/2026	J W PEPPER & SON, INC	GENERAL SUPPLIES	4,728.87
9/1/2026	JD PALATINE LLC	MISCELLANEOUSCONTRACTED SERVIC	4,076.60

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/1/2026	JET SECURITY LLC	MISCELLANEOUSCONTRACTED SERVIC	2,640.00
9/1/2026	LAKESHORE LEARNING MATERIALS LLC	GENERAL SUPPLIES	13.29
9/1/2026	LENNOX INDUSTRIES INC	OTHER SUPPLIES FOR M&O	1,104.27
9/1/2026	LONGHORN, INC.	OTHER SUPPLIES FOR M&O	1,368.93
9/1/2026	LOWE'S COMPANIES, INC	GENERAL SUPPLIES	333.72
9/1/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	1,820.40
9/1/2026	MANSFIELD GAS & EXHAUST	CONTRACTED MAINTENANCE AND REP	55.50
9/1/2026	MANSFIELD GAS & EXHAUST	OTHER SUPPLIES FOR M&O	132.00
9/1/2026	MAXIMIZING LIFE LLC, JAMES WOMACK	MISCELLANEOUSCONTRACTED SERVIC	1,950.00
9/1/2026	MICHAEL'S KEYS	OTHER SUPPLIES FOR M&O	63.92
9/1/2026	MILLER, DENISE	TRAVEL,TRAINING & SUBSISTENCE	270.36
9/1/2026	MOBILE COMMUNICATIONS AMERICA INC	GENERAL SUPPLIES	1,297.00
9/1/2026	MOORE SUPPLY COMPANY	OTHER SUPPLIES FOR M&O	541.57
9/1/2026	MR. C SERVICES	CONTRACTED MAINTENANCE AND REP	100.00
9/1/2026	MUSIC AND ARTS CENTER - ATTN: ACCOUNTS	CONTRACTED MAINTENANCE AND REP	2,082.00
9/1/2026	MUSIC AND ARTS CENTER - ATTN: ACCOUNTS	GENERAL SUPPLIES	2,347.23
9/1/2026	MUSIC FIRST LLC	SOFTWARE SUBSCRIPTIONS	2,504.70
9/1/2026	MUSIC THEATRE INTERNATIONAL	GENERAL SUPPLIES	890.00
9/1/2026	MUSIC THEATRE INTERNATIONAL	MISCELLANEOUS OPERATING COSTS	280.00
9/1/2026	NATIONAL CENTER FOR YOUTH ISSUES	MEMBERSHIPS	50.00
9/1/2026	NATIONAL CENTER FOR YOUTH ISSUES	TRAVEL,TRAINING & SUBSISTENCE	170.00
9/1/2026	NCS PEARSON, INC., CERTIPORT	MISCELLANEOUS OPERATING COSTS	45,900.00
9/1/2026	NORTH TEXAS COLORGUARD ASSOCIATION	TRAVEL AND SUBSISTENCE - STUDE	775.00
9/1/2026	NOTHING BUNDT CAKES, NBC MANSFIELD	REFRESHMENTS/FOOD FOR MEETINGS	26.10
9/1/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	97.08
9/1/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	54,143.91
9/1/2026	PINNACLE MEDICAL MANAGEMENT	PROFESSIONAL SERVICES	165.00
9/1/2026	POCKET NURSE	GENERAL SUPPLIES	8,289.21
9/1/2026	POLYPRINTER, KINETRIC INC.	CONTRACTED MAINTENANCE AND REP	255.00
9/1/2026	PRECISION BUSINESS MACHINES, INC	GENERAL SUPPLIES	989.51
9/1/2026	PRIDE OF TEXAS MUSIC FESTIVALS	TRAVEL AND SUBSISTENCE - STUDE	660.00
9/1/2026	REALLY GOOD STUFF, LLC	GENERAL SUPPLIES	84.36
9/1/2026	REGION 4 ESC	EDUCATION SERVICE CENTER SERVI	55.00
9/1/2026	RF SYSTEMS INC., TEXAS BLUE DIES	GENERAL SUPPLIES	489.65
9/1/2026	RISK & INSURANCE EDUCATION ALLIANCE, S	TRAVEL,TRAINING & SUBSISTENCE	180.00
9/1/2026	RIVERSIDE INSIGHTS	TESTING MATERIALS	2,409.00
9/1/2026	ROMEO MUSIC LLC	GENERAL SUPPLIES	98.00
9/1/2026	ROSA'S CAFE & TORTILLA FACTORY LTD.	REFRESHMENTS/FOOD FOR MEETINGS	604.75
9/1/2026	SAFETY-KLEEN	CONTRACTED MAINTENANCE AND REP	519.86
9/1/2026	SCHOOL DATEBOOKS	DEFERRED EXPENDITURES/EXPENSES	0.00
9/1/2026	SCHOOL DATEBOOKS	MISCELLANEOUSCONTRACTED SERVIC	1,774.09
9/1/2026	SCHOOL HEALTH CORPORATION	GENERAL SUPPLIES	-478.08
9/1/2026	SCHOOL NURSE SUPPLY, INC	GENERAL SUPPLIES	26.00
9/1/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	2,546.91
9/1/2026	SCRIPPS NATIONAL SPELLING BEE	MISCELLANEOUS OPERATING COSTS	206.50
9/1/2026	SHERWIN-WILLIAMS	OTHER SUPPLIES FOR M&O	278.70
9/1/2026	SMARTTRASH LLC, AMERICAN TRASH	CONTRACTED MAINTENANCE AND REP	500.00
9/1/2026	SOLIANT HEALTH	PROFESSIONAL SERVICES	6,600.00
9/1/2026	SOULMAN'S BAR-B-QUE, LLC	REFRESHMENTS/FOOD FOR MEETINGS	24.99
9/1/2026	SOUTHERN TIRE MART	VEHICLE PARTS & SUPPLIES	1,390.14
9/1/2026	STAGE PARTNERS,LLC	GENERAL SUPPLIES	282.78
9/1/2026	STAGE PARTNERS,LLC	MISCELLANEOUS OPERATING COSTS	300.00
9/1/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	7,294.60
9/1/2026	STEVE WEISS MUSIC INC	GENERAL SUPPLIES	2,137.95
9/1/2026	TEX TECH ENVIRONMENTAL, INC	CONTRACTED MAINTENANCE AND REP	3,000.00

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/1/2026	TEXAS AIRSYSTEMS, LLC	OTHER SUPPLIES FOR M&O	1,215.20
9/1/2026	TEXAS ASSOCIATION OF SCHOOL BOARDS, II	SOFTWARE SUBSCRIPTIONS	3,075.00
9/1/2026	TEXAS DANCE EDUCATORS ASSOCIATION, T.	MISCELLANEOUSCONTRACTED SERVIC	500.00
9/1/2026	TEXAS ELEM PRIN & SUPR ASSOC, TEPSA	MEMBERSHIPS	1,212.00
9/1/2026	TEXAS ENERGY MANAGERS ASSOCIATION	MEMBERSHIPS	450.00
9/1/2026	T-MOBILE USA INC.	UTILITIES - TELEPHONE	324.06
9/1/2026	TOTAL MAINTENANCE SOLUTIONS, TMS SOU	OTHER SUPPLIES FOR M&O	277.87
9/1/2026	TRANE, ACCT #8162331	OTHER SUPPLIES FOR M&O	2,887.36
9/1/2026	TREKORDA, LLC	MISCELLANEOUSCONTRACTED SERVIC	3,299.00
9/1/2026	TRINITY CERAMIC SUPPLY, INC	GENERAL SUPPLIES	1,160.00
9/1/2026	ULINE	GENERAL SUPPLIES	993.16
9/1/2026	UNITED REFRIGERATION INC	OTHER SUPPLIES FOR M&O	413.74
9/1/2026	VERITIV OPERATING CO.	INVENTORY - WAREHOUSE SUPPLIES	4,956.00
9/1/2026	WEST MUSIC COMPANY	GENERAL SUPPLIES	2,023.36
9/1/2026	WESTERN - BRW PAPER CO, OVOL USA	GENERAL SUPPLIES	9,433.66
9/1/2026	WESTERN - BRW PAPER CO, OVOL USA	TESTING MATERIALS	130.90
9/1/2026	WESTERN PSYCHOLOGICAL SERVICES	GENERAL SUPPLIES	1,395.00
9/1/2026	WHOLESALE ELECTRIC SUPPLY COMPANY, II	OTHER SUPPLIES FOR M&O	918.67
9/1/2026	WILLIAM V. MACGILL & CO.	GENERAL SUPPLIES	989.70
9/1/2026	WILLIAM V. MACGILL & CO.	MISCELLANEOUS OPERATING COSTS	8.95
9/1/2026	WINSTON WATER COOLER OF FT WORTH	OTHER SUPPLIES FOR M&O	4,189.37
9/3/2026	ABC WRECKER SERVICE	MISCELLANEOUSCONTRACTED SERVIC	155.00
9/3/2026	ALL SEASON SPORTS LLC	CONTRACTED MAINTENANCE AND REP	4,690.00
9/3/2026	ALLY ENERGY SOLUTIONS LLC	CONTRACTED MAINTENANCE AND REP	11,860.00
9/3/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	7,516.99
9/3/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	91.95
9/3/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	107.14
9/3/2026	AMAZON CAPITAL SERVICES INC	TESTING MATERIALS	227.00
9/3/2026	AMERICAN HEART ASSOCIATION, INC	TRAVEL,TRAINING & SUBSISTENCE	439.00
9/3/2026	AT&T MOBILITY	UTILITIES - TELEPHONE	2,661.96
9/3/2026	AWARD CENTER	GENERAL SUPPLIES	165.04
9/3/2026	BANKS, DORIAN	MEMBERSHIPS	65.00
9/3/2026	BENECASA, KATRINA	MEMBERSHIPS	65.00
9/3/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	450.27
9/3/2026	BLUE JEAN EDUCATIONAL CONSULTING	MISCELLANEOUSCONTRACTED SERVIC	9,000.00
9/3/2026	BOWLING, JAMES	MEMBERSHIPS	65.00
9/3/2026	BUSINESS ESSENTIALS, CMBC INVESTMENTS	GENERAL SUPPLIES	13.76
9/3/2026	CAROLINA BIOLOGICAL SPLY CO	GENERAL SUPPLIES	2,407.57
9/3/2026	CAS-CLAIMS ADMINISTRATIVE SVCS	OTHER	111,686.37
9/3/2026	CDW GOVERNMENT	GENERAL SUPPLIES	54.81
9/3/2026	CDW GOVERNMENT	MISCELLANEOUSCONTRACTED SERVIC	3,974.27
9/3/2026	CDW GOVERNMENT	SOFTWARE SUBSCRIPTIONS	11.67
9/3/2026	CDW GOVERNMENT	TECHNOLOGY EQUIPMNT<$10000	20,755.70
9/3/2026	CENTURY HVAC DISTRIBUTING, L.P.	OTHER SUPPLIES FOR M&O	493.82
9/3/2026	CITY OF MANSFIELD, UTILITIES	UTILITIES - WATER	508.41
9/3/2026	CLASSIC TURF EQUIPMENT	OTHER SUPPLIES FOR M&O	655.72
9/3/2026	COMMUNICATIONS PLUS, INC.	CONTRACTED MAINTENANCE AND REP	2,616.95
9/3/2026	DEMCO INC	GENERAL SUPPLIES	76.88
9/3/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	2,398.35
9/3/2026	FRONTIER WASTE SOLUTIONS, FRONTIER AC	UTILITIES - TRASH	35,276.36
9/3/2026	GARNER, JEROLD	SALE OF REAL AND PERSONAL PROP	460.00
9/3/2026	GENIALLY LLC	SOFTWARE SUBSCRIPTIONS	1,920.00
9/3/2026	GENUINE PARTS COMPANY-NAPA	GASOLINE AND OTHER FUELS OR VE	1,799.90
9/3/2026	GENUINE PARTS COMPANY-NAPA	OTHER SUPPLIES FOR M&O	537.39
9/3/2026	GENUINE PARTS COMPANY-NAPA	VEHICLE PARTS & SUPPLIES	14,680.29

MANSFIELD INDEPENDENT SCHOOL DISTRICT
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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/3/2026	GOT SPIRIT LLC	GENERAL SUPPLIES	2,250.00
9/3/2026	GOT SPIRIT LLC	MISCELLANEOUS OPERATING COSTS	252.00
9/3/2026	GOVCONNECTION INC	GENERAL SUPPLIES	35.86
9/3/2026	HAND, JOSHUA	MEMBERSHIPS	65.00
9/3/2026	HERMANSON, ELIZABETH	MEMBERSHIPS	65.00
9/3/2026	IDISMISS LLC	SOFTWARE SUBSCRIPTIONS	299.00
9/3/2026	J W PEPPER & SON, INC	GENERAL SUPPLIES	164.82
9/3/2026	JH GROUP LLC	CONTRACTED MAINTENANCE AND REP	6,665.00
9/3/2026	LAKE RIDGE EAGLE BAND BOOSTERS	TRAVEL AND SUBSISTENCE - STUDE	250.00
9/3/2026	LENDAN COMMUNICATIONS	MISCELLANEOUSCONTRACTED SERVIC	100.00
9/3/2026	LONGHORN, INC.	OTHER SUPPLIES FOR M&O	151.49
9/3/2026	LOWE'S COMPANIES, INC	GENERAL SUPPLIES	31.08
9/3/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	287.77
9/3/2026	MANCINI, OLIVIA	MEMBERSHIPS	65.00
9/3/2026	MANSFIELD GAS & EXHAUST	CONTRACTED MAINTENANCE AND REP	74.00
9/3/2026	MESSERSMITH, CYNTHIA	MEMBERSHIPS	65.00
9/3/2026	MULLINS, ERIC	MEMBERSHIPS	65.00
9/3/2026	NATIONAL CENTER FOR YOUTH ISSUES	TRAVEL,TRAINING & SUBSISTENCE	230.00
9/3/2026	NIELSEN, SPENCER	MEMBERSHIPS	65.00
9/3/2026	NORTH TEXAS FIRE LLC	MISCELLANEOUSCONTRACTED SERVIC	12,022.50
9/3/2026	OCASIO, ALBERTO	MEMBERSHIPS	65.00
9/3/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	207.42
9/3/2026	O'REILLY AUTO PARTS, O'REILLY AUTO LLC	VEHICLE PARTS & SUPPLIES	61.98
9/3/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	63,737.68
9/3/2026	PIZARRO DELGADO, CARMEN	MEMBERSHIPS	65.00
9/3/2026	PORTELE, JENNIFER	MEMBERSHIPS	65.00
9/3/2026	QUILL LLC, STAPLES INC	GENERAL SUPPLIES	12.41
9/3/2026	REGION 4 ESC	EDUCATION SERVICE CENTER SERVI	55.00
9/3/2026	RUDDICK, JACQUELINE	MEMBERSHIPS	65.00
9/3/2026	SALDANA, SARAH	MEMBERSHIPS	65.00
9/3/2026	SCHOOL NURSE SUPPLY, INC	GENERAL SUPPLIES	204.10
9/3/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	2,226.23
9/3/2026	SCIENCE PENGUIN INCORPORATED, THE	SOFTWARE SUBSCRIPTIONS	399.00
9/3/2026	SCRIPPS NATIONAL SPELLING BEE	MISCELLANEOUS OPERATING COSTS	206.50
9/3/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	920.18
9/3/2026	TARRANT COUNTY TAX OFFICE	MISCELLANEOUS OPERATING COSTS	10.25
9/3/2026	TEX TECH ENVIRONMENTAL, INC	CONTRACTED MAINTENANCE AND REP	10,110.45
9/3/2026	TEXAS AIRSYSTEMS, LLC	OTHER SUPPLIES FOR M&O	1,058.00
9/3/2026	TEXAS ELEM PRIN & SUPR ASSOC, TEPSA	MEMBERSHIPS	303.00
9/3/2026	THE GREEN CHEMICAL STORE INC	OTHER SUPPLIES FOR M&O	904.40
9/3/2026	THE HONEY BAKED HAM COMPANY LLC	REFRESHMENTS/FOOD FOR MEETINGS	998.40
9/3/2026	THEATRICAL RIGHTS WORLDWIDE, LLC	GENERAL SUPPLIES	800.00
9/3/2026	THEATRICAL RIGHTS WORLDWIDE, LLC	MISCELLANEOUS OPERATING COSTS	2,100.00
9/3/2026	TREKORDA, LLC	MISCELLANEOUSCONTRACTED SERVIC	4,462.00
9/3/2026	TROWBRIDGE, RYAN	TRAVEL,TRAINING & SUBSISTENCE	330.00
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	GENERAL SUPPLIES	1,231.64
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	MEMBERSHIPS	350.00
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	MISCELLANEOUS OPERATING COSTS	509.43
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	MISCELLANEOUSCONTRACTED SERVIC	285.00
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	OTHER SUPPLIES FOR M&O	109.96
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	POSTAGE	18.55
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	REFRESHMENTS/FOOD FOR MEETINGS	2,935.75
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	SOFTWARE SUBSCRIPTIONS	150.00
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	TESTING MATERIALS	163.56
9/3/2026	UNIFIRST HOLDINGS, INC	RENTALS-OPERATING LEASES	1,660.14

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199 - GENERAL OPERATING			
9/3/2026	UNITED REFRIGERATION INC	OTHER SUPPLIES FOR M&O	543.31
9/3/2026	VRIJ, MAXIME	MEMBERSHIPS	65.00
9/3/2026	WEST MUSIC COMPANY	GENERAL SUPPLIES	718.05
9/3/2026	WESTERN - BRW PAPER CO, OVOL USA	GENERAL SUPPLIES	1,539.52
9/3/2026	WHOLESALE ELECTRIC SUPPLY COMPANY, II	OTHER SUPPLIES FOR M&O	102.72
9/3/2026	WILLIAM V. MACGILL & CO.	GENERAL SUPPLIES	1,594.44
9/3/2026	WOOD, NATHAN	MEMBERSHIPS	65.00
9/3/2026	WOODARD BUILDERS SUPPLY	OTHER SUPPLIES FOR M&O	533.00
9/4/2026	TRS	TEACHER RETIREMENT	895,052.03
9/8/2026	ALPHAGRAPHICS, SORITA ENTERPRISE	GENERAL SUPPLIES	419.30
9/8/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	11,936.32
9/8/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	215.01
9/8/2026	AMAZON CAPITAL SERVICES INC	OTHER SUPPLIES FOR M&O	61.71
9/8/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	1,222.07
9/8/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	1,072.80
9/8/2026	AMAZON CAPITAL SERVICES INC	TESTING MATERIALS	31.99
9/8/2026	CHEERS, ETC., INC.	DEFERRED EXPENDITURES/EXPENSES	0.00
9/8/2026	CHEERS, ETC., INC.	GENERAL SUPPLIES	252.00
9/8/2026	CITY OF MANSFIELD, UTILITIES	UTILITIES - WATER	56,793.70
9/8/2026	CONTERRA ULTRA BROADBAND LLC	UTILITIES - TELEPHONE	22,168.71
9/8/2026	DEMCO INC	GENERAL SUPPLIES	273.51
9/8/2026	DISCOUNT TIRE/AMERICA'S TIRE, REINALT-TH	VEHICLE PARTS & SUPPLIES	436.10
9/8/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	1,910.41
9/8/2026	EPIC WATERS MUSIC FESTIVAL, BRAD WHITE	TRAVEL AND SUBSISTENCE - STUDE	150.00
9/8/2026	FISHER SCIENCE EDUCATION	GENERAL SUPPLIES	126.00
9/8/2026	FORT WORTH SHAVER	GENERAL SUPPLIES	245.00
9/8/2026	FRONTIER WASTE SOLUTIONS, FRONTIER AC	UTILITIES - TRASH	690.10
9/8/2026	IMPERIAL BAG & PAPER CO LLC	INVENTORY - WAREHOUSE SUPPLIES	5,221.20
9/8/2026	J W PEPPER & SON, INC	GENERAL SUPPLIES	134.19
9/8/2026	JASON'S DELI, MANSFIELD	REFRESHMENTS/FOOD FOR MEETINGS	497.54
9/8/2026	JED WEEKS CONSULTING LLC	MISCELLANEOUSCONTRACTED SERVIC	12,000.00
9/8/2026	JERRY'S GENERAL AUTOMOTIVE INC	CONTRACTED MAINTENANCE AND REP	26.26
9/8/2026	JET SECURITY LLC	MISCELLANEOUSCONTRACTED SERVIC	2,640.00
9/8/2026	JONES & BARTLETT LEARNING, LLC, ASCEND	SOFTWARE SUBSCRIPTIONS	13,614.62
9/8/2026	LAKE RIDGE EAGLE BAND BOOSTERS	TRAVEL AND SUBSISTENCE - STUDE	250.00
9/8/2026	LAWN PATROL SERVICE, INC	CONTRACTED MAINTENANCE AND REP	7,850.00
9/8/2026	LOWE'S COMPANIES, INC	GENERAL SUPPLIES	107.50
9/8/2026	MANSFIELD OIL COMPANY, OF GAINESVILLE	GASOLINE AND OTHER FUELS OR VE	29.88
9/8/2026	MANSFIELD OIL COMPANY, OF GAINESVILLE	TRAVEL AND SUBSISTENCE - STUDE	386.40
9/8/2026	NATIONAL SCHOLASTIC PRESS ASSOCIATION	MISCELLANEOUS OPERATING COSTS	456.00
9/8/2026	NORTH TEXAS FIRE LLC	CONTRACTED MAINTENANCE AND REP	859.00
9/8/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	237.59
9/8/2026	OLEN WILLIAMS INC	CONTRACTED MAINTENANCE AND REP	980.00
9/8/2026	O'REILLY AUTO PARTS, O'REILLY AUTO LLC	VEHICLE PARTS & SUPPLIES	233.37
9/8/2026	ORIENTAL TRADING COMPANY, INC	GENERAL SUPPLIES	336.94
9/8/2026	ORIENTAL TRADING COMPANY, INC	MISCELLANEOUS OPERATING COSTS	143.92
9/8/2026	PASCASIO, LUZVIMINDA	MEMBERSHIPS	65.00
9/8/2026	PENDER'S MUSIC COMPANY	GENERAL SUPPLIES	292.56
9/8/2026	PEPWEAR, LLC	MISCELLANEOUS OPERATING COSTS	87.00
9/8/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	62,980.84
9/8/2026	PINNACLE MEDICAL MANAGEMENT	PROFESSIONAL SERVICES	275.00
9/8/2026	PITNEY BOWES BANK RESERVE ACCT, 28278	INVENTORY-POSTAGE	25,000.00
9/8/2026	POLLOCK INVESTMENTS INCORPORATED, VE	INVENTORY - WAREHOUSE SUPPLIES	4,752.00
9/8/2026	PRECISION BUSINESS MACHINES, INC	GENERAL SUPPLIES	1,425.29
9/8/2026	PRIDE OF TEXAS MUSIC FESTIVALS	TRAVEL AND SUBSISTENCE - STUDE	825.00

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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/8/2026	PROJECT LEAD THE WAY INC	GENERAL SUPPLIES	1,185.00
9/8/2026	REGION 11 ESC	EDUCATION SERVICE CENTER SERVI	930.00
9/8/2026	SASI - THE LEADERSHIP PEOPLE, LLC	MISCELLANEOUSCONTRACTED SERVIC	3,250.00
9/8/2026	SCHOOL NURSE SUPPLY, INC	GENERAL SUPPLIES	458.70
9/8/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	450.41
9/8/2026	SCIENCE TEACHERS ASSOC OF TEXAS	TRAVEL,TRAINING & SUBSISTENCE	295.00
9/8/2026	SECURED MOBILITY LLC, MICHAEL P LARANA	GENERAL SUPPLIES	409.48
9/8/2026	SHERWIN-WILLIAMS	OTHER SUPPLIES FOR M&O	267.10
9/8/2026	SITEONE LANDSCAPE SUPPLY, LLC	OTHER SUPPLIES FOR M&O	415.94
9/8/2026	SKYWAY CHARTERS LLC	TRAVEL AND SUBSISTENCE - STUDE	12,350.00
9/8/2026	SOLUTION TREE	READING/REF MATERIALS/DATABASE	155.91
9/8/2026	SPRING CREEK BARBEQUE #2 LTD	REFRESHMENTS/FOOD FOR MEETINGS	1,047.80
9/8/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	4,237.41
9/8/2026	STOVALL CORPORATION	CONTRACTED MAINTENANCE AND REP	3,682.39
9/8/2026	STUDENT CONDUCTOR, INC	SOFTWARE SUBSCRIPTIONS	2,025.00
9/8/2026	TEXAS AIRSYSTEMS, LLC	OTHER SUPPLIES FOR M&O	1,162.00
9/8/2026	TOTAL MAINTENANCE SOLUTIONS, TMS SOU	OTHER SUPPLIES FOR M&O	56.56
9/8/2026	TREKORDA, LLC	MISCELLANEOUSCONTRACTED SERVIC	5,681.00
9/8/2026	WESTERN - BRW PAPER CO, OVOL USA	GENERAL SUPPLIES	43.20
9/8/2026	WILLIAM V. MACGILL & CO.	GENERAL SUPPLIES	107.80
9/8/2026	WILSON, MAHOGANY	TECHNOLOGY EQUIPMNT<$10000	150.00
9/10/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	7,249.62
9/10/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	440.44
9/10/2026	AMAZON CAPITAL SERVICES INC	OTHER SUPPLIES FOR M&O	85.20
9/10/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	56.95
9/10/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	106.30
9/10/2026	ARLINGTON UTILITIES	UTILITIES - WATER	171,913.00
9/10/2026	AT&T CORP	UTILITIES - TELEPHONE	179.07
9/10/2026	AT&T GIGA MAN	UTILITIES - TELEPHONE	6,897.61
9/10/2026	AT&T LONG DISTANCE	UTILITIES - TELEPHONE	3,813.94
9/10/2026	BRIGHTLY SOFTWARE, INC.	SOFTWARE SUBSCRIPTIONS	31,428.56
9/10/2026	CURRICULUM K12 PARTNERS INC	SOFTWARE SUBSCRIPTIONS	750.00
9/10/2026	DEMIDEC CORPORATION	GENERAL SUPPLIES	980.00
9/10/2026	DISCOUNT TIRE/AMERICA'S TIRE, REINALT-TH	VEHICLE PARTS & SUPPLIES	436.10
9/10/2026	DOUBLE EAGLE ELECTRIC	CONTRACTED MAINTENANCE AND REP	660.00
9/10/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	1,123.66
9/10/2026	ECOLAB INC	GENERAL SUPPLIES	2,061.29
9/10/2026	EWELL EDUCATIONAL SERVICES	SOFTWARE SUBSCRIPTIONS	1,450.00
9/10/2026	FOLLETT CONTENT SOLUTIONS, LLC, BOOKS	READING/REF MATERIALS/DATABASE	11,421.91
9/10/2026	JASON'S DELI, MANSFIELD	REFRESHMENTS/FOOD FOR MEETINGS	91.32
9/10/2026	JERRY'S GENERAL AUTOMOTIVE INC	CONTRACTED MAINTENANCE AND REP	52.52
9/10/2026	JET'S PIZZA	REFRESHMENTS/FOOD FOR MEETINGS	60.00
9/10/2026	LEXISNEXIS RISK DATA MANAGEMENT INC	MISCELLANEOUSCONTRACTED SERVIC	200.00
9/10/2026	LONGHORN, INC.	OTHER SUPPLIES FOR M&O	317.43
9/10/2026	MCWILLIAMS, DANNA	TRAVEL,TRAINING & SUBSISTENCE	91.80
9/10/2026	MOBILE COMMUNICATIONS AMERICA INC	GENERAL SUPPLIES	165.00
9/10/2026	MOORE SUPPLY COMPANY	OTHER SUPPLIES FOR M&O	6,231.37
9/10/2026	NATIONAL CENTER FOR YOUTH ISSUES	MEMBERSHIPS	150.00
9/10/2026	NATIONAL CENTER FOR YOUTH ISSUES	TRAVEL,TRAINING & SUBSISTENCE	510.00
9/10/2026	PERFECTION LEARNING CORP	READING/REF MATERIALS/DATABASE	205.63
9/10/2026	RALLY SPORTSWEAR	GENERAL SUPPLIES	48.00
9/10/2026	REALLY GOOD STUFF, LLC	GENERAL SUPPLIES	47.12
9/10/2026	REPUBLIC SERVICES INC	UTILITIES - TRASH	36,670.78
9/10/2026	SCHOOL HEALTH CORPORATION	GENERAL SUPPLIES	1,382.77
9/10/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	577.63

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/10/2026	SCIENCE TEACHERS ASSOC OF TEXAS	MEMBERSHIPS	35.00
9/10/2026	SCRIPPS NATIONAL SPELLING BEE	MISCELLANEOUS OPERATING COSTS	206.50
9/10/2026	SHERWIN-WILLIAMS	OTHER SUPPLIES FOR M&O	63.84
9/10/2026	SKYWAY CHARTERS LLC	TRAVEL AND SUBSISTENCE - STUDE	16,310.00
9/10/2026	SOLIANT HEALTH	PROFESSIONAL SERVICES	6,116.00
9/10/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	16,128.28
9/10/2026	STERICYCLE	MISCELLANEOUSCONTRACTED SERVIC	138.66
9/10/2026	STN MEDIA INC	TRAVEL,TRAINING & SUBSISTENCE	1,008.00
9/10/2026	TARRANT APPRAISAL DISTRICT	TAX APPRAISAL AND COLLECTION	17,328.29
9/10/2026	TEXAS CHAPTER PRIMA PUBLIC RISK MANAG	MEMBERSHIPS	85.00
9/10/2026	TEXAS ELEM PRIN & SUPR ASSOC, TEPSA	MEMBERSHIPS	303.00
9/10/2026	VIRGEN, FRANCISCO	TRAVEL,TRAINING & SUBSISTENCE	65.00
9/10/2026	WILLIAM V. MACGILL & CO.	GENERAL SUPPLIES	243.87
9/15/2026	4IMPRINT INC	MISCELLANEOUS OPERATING COSTS	376.60
9/15/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	12,136.77
9/15/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	235.76
9/15/2026	AMAZON CAPITAL SERVICES INC	OTHER SUPPLIES FOR M&O	61.70
9/15/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	355.86
9/15/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	304.63
9/15/2026	AMAZON CAPITAL SERVICES INC	VEHICLE PARTS & SUPPLIES	55.74
9/15/2026	ATMOS ENERGY	UTILITIES - GAS	124.20
9/15/2026	AWARD CENTER	MISCELLANEOUS OPERATING COSTS	176.95
9/15/2026	B&B COMMERCIAL PRINTING, KENNETH BUR(	GENERAL SUPPLIES	66.00
9/15/2026	B&B COMMERCIAL PRINTING, KENNETH BUR(	MISCELLANEOUSCONTRACTED SERVIC	40.00
9/15/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	1,051.98
9/15/2026	BRACKETT & ELLIS, PC	LEGAL SERVICES	9,448.60
9/15/2026	BROADWAY DALLAS, INC.	TRAVEL AND SUBSISTENCE - STUDE	300.00
9/15/2026	BROOKS, KATHERINE	TRAVEL,TRAINING & SUBSISTENCE	111.90
9/15/2026	BUSINESS ESSENTIALS, CMBC INVESTMENTS	GENERAL SUPPLIES	149.41
9/15/2026	CAREER AND TECHNICAL ASSOCIATION OF T	MISCELLANEOUS OPERATING COSTS	800.00
9/15/2026	CAROLINA BIOLOGICAL SPLY CO	GENERAL SUPPLIES	239.01
9/15/2026	CENTRAL APPRAISAL DISTRICT OF JOHNSON	TAX APPRAISAL AND COLLECTION	85,533.16
9/15/2026	CHADWICK, MADISON	TRAVEL,TRAINING & SUBSISTENCE	51.90
9/15/2026	CITY OF MANSFIELD, UTILITIES	UTILITIES - WATER	47,380.75
9/15/2026	COMMERCIAL RECORDER	STATUTORILY REQ PUBLIC NOTICE	385.20
9/15/2026	DEMCO INC	GENERAL SUPPLIES	296.88
9/15/2026	DISCOUNT TIRE/AMERICA'S TIRE, REINALT-TH	VEHICLE PARTS & SUPPLIES	1,020.40
9/15/2026	DISCOVERY EDUCATION INC.	SOFTWARE SUBSCRIPTIONS	2,319.91
9/15/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	1,449.60
9/15/2026	EDUCATIONAL SERVICE SOLUTIONS	CONTRACTED MAINTENANCE AND REP	33,081.00
9/15/2026	FISHER SCIENCE EDUCATION	GENERAL SUPPLIES	216.23
9/15/2026	FRONTIER WASTE SOLUTIONS, FRONTIER AC	UTILITIES - TRASH	474.15
9/15/2026	GOT SPIRIT LLC	MISCELLANEOUSCONTRACTED SERVIC	740.00
9/15/2026	HENSLEY, SHANE	TRAVEL,TRAINING & SUBSISTENCE	111.62
9/15/2026	J TAYLOR EDUCATION, INC.	SOFTWARE SUBSCRIPTIONS	3,998.00
9/15/2026	J W PEPPER & SON, INC	GENERAL SUPPLIES	305.53
9/15/2026	LEASOR CRASS, P.C.	LEGAL SERVICES	18,234.00
9/15/2026	MIDLOTHIAN BAND BOOSTERS	TRAVEL AND SUBSISTENCE - STUDE	400.00
9/15/2026	NORTH TEXAS FIRE LLC	CONTRACTED MAINTENANCE AND REP	2,600.00
9/15/2026	NYSTROM EDUCATION	SOFTWARE SUBSCRIPTIONS	376.12
9/15/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	73.58
9/15/2026	O'REILLY AUTO PARTS, O'REILLY AUTO LLC	VEHICLE PARTS & SUPPLIES	1,171.97
9/15/2026	PATHWAY COMMUNICATIONS LTD	MISCELLANEOUSCONTRACTED SERVIC	520.00
9/15/2026	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY EQUIPMNT<$10000	10.00
9/15/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	68,824.10

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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/15/2026	PINNACLE MEDICAL MANAGEMENT	PROFESSIONAL SERVICES	750.00
9/15/2026	PRECISION BUSINESS MACHINES, INC	GENERAL SUPPLIES	219.90
9/15/2026	READY REFRESH, BLUETRITON BRAN	REFRESHMENTS/FOOD FOR MEETINGS	17.40
9/15/2026	ROCK N BOWL FEC ARLINGTON ALLEY CATS,	TRAVEL AND SUBSISTENCE - STUDE	342.00
9/15/2026	SCHOOL NURSE SUPPLY, INC	GENERAL SUPPLIES	62.54
9/15/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	1,460.20
9/15/2026	SCRIPPS NATIONAL SPELLING BEE	MISCELLANEOUS OPERATING COSTS	206.50
9/15/2026	SECURED MOBILITY LLC, MICHAEL P LARANA	GENERAL SUPPLIES	357.48
9/15/2026	SEIDLITZ EDUCATION, LLC	READING/REF MATERIALS/DATABASE	483.31
9/15/2026	SHERWIN-WILLIAMS	OTHER SUPPLIES FOR M&O	457.61
9/15/2026	SOLIANT HEALTH	PROFESSIONAL SERVICES	6,600.00
9/15/2026	SOUTHERN TIRE MART	VEHICLE PARTS & SUPPLIES	2,362.58
9/15/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	1,890.66
9/15/2026	STOVALL CORPORATION	CONTRACTED MAINTENANCE AND REP	508.81
9/15/2026	STUDENT CONDUCTOR, INC	SOFTWARE SUBSCRIPTIONS	1,600.00
9/15/2026	TARRANT COUNTY TAX OFFICE	MISCELLANEOUS OPERATING COSTS	15.00
9/15/2026	TEXAS ASSOCIATION OF SCHOOL BUSINESS	LOBBYING	4.10
9/15/2026	TEXAS ASSOCIATION OF SCHOOL BUSINESS	MEMBERSHIPS	305.90
9/15/2026	TEXAS ASSOCIATION OF SCHOOL BUSINESS	MISCELLANEOUS OPERATING COSTS	525.00
9/15/2026	TEXAS ASSOCIATION FOR LANGUAGE SUPER	MEMBERSHIPS	0.00
9/15/2026	TEXAS ASSOCIATION FOR LANGUAGE SUPER	OTHER REVENUES FROM LOCAL SOUR	0.00
9/15/2026	TEXAS ASSOCIATION FOR LANGUAGE SUPER	TRAVEL,TRAINING & SUBSISTENCE	0.00
9/15/2026	TEXAS DANCE EDUCATORS ASSOCIATION, T.	TRAVEL AND SUBSISTENCE - STUDE	325.00
9/15/2026	TEXAS DEPT OF LICENSING & REGULATION	MISCELLANEOUSCONTRACTED SERVIC	75.00
9/15/2026	WALSH GALLEGOS KYLE ROBINSON & DE LO	LEGAL SERVICES	3,587.65
9/15/2026	WEST MUSIC COMPANY	GENERAL SUPPLIES	58.14
9/15/2026	WHITLEY PENN, LLP	AUDIT SERVICES	3,000.00
9/17/2026	ACCO BRANDS USA LLC	CONTRACTED MAINTENANCE AND REP	281.96
9/17/2026	ACCUTRAIN CORPORATION	TRAVEL,TRAINING & SUBSISTENCE	482.00
9/17/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	5,896.82
9/17/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	1,326.98
9/17/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	15.56
9/17/2026	AMAZON CAPITAL SERVICES INC	TESTING MATERIALS	250.17
9/17/2026	AMERGIS HEALTHCARE STAFFING INC	PROFESSIONAL SERVICES	12,160.00
9/17/2026	AMERICAN BEARING CO	OTHER SUPPLIES FOR M&O	63.13
9/17/2026	APPLE INC.	TECHNOLOGY EQUIPMNT<$10000	7,115.95
9/17/2026	AT&T GIGA MAN	UTILITIES - TELEPHONE	66.55
9/17/2026	ATMOS ENERGY	UTILITIES - GAS	13,369.31
9/17/2026	AWARD CENTER	MISCELLANEOUSCONTRACTED SERVIC	117.51
9/17/2026	BARNES & NOBLE BOOKSELLERS INC	READING/REF MATERIALS/DATABASE	259.59
9/17/2026	BEN E. KEITH COMPANY	GENERAL SUPPLIES	3,512.04
9/17/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	1,561.91
9/17/2026	BUSINESS ESSENTIALS, CMBC INVESTMENTS	GENERAL SUPPLIES	65.95
9/17/2026	BWI COMPANIES, INC	OTHER SUPPLIES FOR M&O	1,279.77
9/17/2026	CAROLINA BIOLOGICAL SPLY CO	GENERAL SUPPLIES	662.61
9/17/2026	CDW GOVERNMENT	TECHNOLOGY EQUIPMNT<$10000	288.00
9/17/2026	CENTERLINE SUPPLY, LTD	OTHER SUPPLIES FOR M&O	225.00
9/17/2026	CENTURY HVAC DISTRIBUTING, L.P.	OTHER SUPPLIES FOR M&O	558.74
9/17/2026	CESCO INC	TECHNOLOGY EQUIPMNT<$10000	1,795.00
9/17/2026	CICI'S PIZZA #412 WALNUT CREEK	REFRESHMENTS/FOOD FOR MEETINGS	152.00
9/17/2026	CITY OF MANSFIELD, UTILITIES	UTILITIES - WATER	10,778.80
9/17/2026	CITY OF GRAND PRAIRIE, WATER UTILITIES	UTILITIES - WATER	8,495.17
9/17/2026	CLASSIC TURF EQUIPMENT	OTHER SUPPLIES FOR M&O	2,683.58
9/17/2026	COMMERCIAL RECORDER	STATUTORILY REQ PUBLIC NOTICE	342.00
9/17/2026	COMPLETE SUPPLY, INC	GENERAL SUPPLIES	784.08

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199 - GENERAL OPERATING			
9/17/2026	COMPTIA, INC.	SOFTWARE SUBSCRIPTIONS	4,956.00
9/17/2026	CONCORD THEATRICALS CORP	GENERAL SUPPLIES	100.00
9/17/2026	CONCORD THEATRICALS CORP	MISCELLANEOUS OPERATING COSTS	375.00
9/17/2026	CONCORD THEATRICALS CORP	RENTALS-OPERATING LEASES	835.12
9/17/2026	DEMCO INC	GENERAL SUPPLIES	776.23
9/17/2026	DOUBLE EAGLE ELECTRIC	CONTRACTED MAINTENANCE AND REP	2,973.11
9/17/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	321.30
9/17/2026	DRY CLEAN SUPER CENTER OF MANSFIELD	MISCELLANEOUSCONTRACTED SERVIC	417.72
9/17/2026	FOLLETT CONTENT SOLUTIONS, LLC, BOOKS	READING/REF MATERIALS/DATABASE	2,071.22
9/17/2026	GENUINE PARTS COMPANY-NAPA	GASOLINE AND OTHER FUELS OR VE	89.93
9/17/2026	HARDIE'S FRESH FOODS, DAIRYLAND PRODU	GENERAL SUPPLIES	358.08
9/17/2026	HENRY SCHEIN, INC	GENERAL SUPPLIES	7,101.62
9/17/2026	HOUSTON ISD	MISCELLANEOUSCONTRACTED SERVIC	2.65
9/17/2026	J W PEPPER & SON, INC	GENERAL SUPPLIES	572.08
9/17/2026	JASON'S DELI, MANSFIELD	REFRESHMENTS/FOOD FOR MEETINGS	722.49
9/17/2026	JERRY'S GENERAL AUTOMOTIVE INC	CONTRACTED MAINTENANCE AND REP	26.26
9/17/2026	KURITA AMERICA, INC., US WATER SVCS	CONTRACTED MAINTENANCE AND REP	420.63
9/17/2026	LISA VAN GEMERT LLC	GENERAL SUPPLIES	1,150.80
9/17/2026	LISA VAN GEMERT LLC	SOFTWARE SUBSCRIPTIONS	711.00
9/17/2026	LOWE'S COMPANIES, INC	GENERAL SUPPLIES	3,788.07
9/17/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	1,982.73
9/17/2026	MCCORKLE, LORI	TRAVEL,TRAINING & SUBSISTENCE	103.00
9/17/2026	MONTOYA, JR., DANIEL	MISCELLANEOUSCONTRACTED SERVIC	6,500.00
9/17/2026	MUSIC AND ARTS CENTER - ATTN: ACCOUNTS	GENERAL SUPPLIES	386.44
9/17/2026	NORTH TEXAS COLORGUARD ASSOCIATION	TRAVEL AND SUBSISTENCE - STUDE	1,500.00
9/17/2026	NOTHING BUNDT CAKES, NBC MANSFIELD	REFRESHMENTS/FOOD FOR MEETINGS	115.87
9/17/2026	NRH2O MUSIC FESTIVALS, BRAD WHITE MUS	TRAVEL AND SUBSISTENCE - STUDE	50.00
9/17/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	404.42
9/17/2026	OLEN WILLIAMS INC	CONTRACTED MAINTENANCE AND REP	2,140.00
9/17/2026	ORIENTAL TRADING COMPANY, INC	MISCELLANEOUS OPERATING COSTS	469.84
9/17/2026	PATHWAY COMMUNICATIONS LTD	MISCELLANEOUSCONTRACTED SERVIC	260.00
9/17/2026	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY EQUIPMNT<$10000	5.00
9/17/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	38,656.22
9/17/2026	PRIDE OF TEXAS MUSIC FESTIVALS	TRAVEL AND SUBSISTENCE - STUDE	495.00
9/17/2026	PROGRESS LEARNING LLC	SOFTWARE SUBSCRIPTIONS	3,323.75
9/17/2026	QUALITY SOUND AND COMMUNICATIONS INC	CONTRACTED MAINTENANCE AND REP	804.80
9/17/2026	QUILL LLC, STAPLES INC	GENERAL SUPPLIES	349.99
9/17/2026	READYMADE MUSIC LLC	SOFTWARE SUBSCRIPTIONS	120.00
9/17/2026	REALLY GOOD STUFF, LLC	GENERAL SUPPLIES	56.25
9/17/2026	ROMEO MUSIC LLC	GENERAL SUPPLIES	1,140.00
9/17/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	268.40
9/17/2026	SCRIPPS NATIONAL SPELLING BEE	MISCELLANEOUS OPERATING COSTS	619.50
9/17/2026	SHERWIN-WILLIAMS	OTHER SUPPLIES FOR M&O	41.40
9/17/2026	SOUTHERN TIRE MART	VEHICLE PARTS & SUPPLIES	5,417.44
9/17/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	512.17
9/17/2026	SWANK MOVIE LICENSING USA	GENERAL SUPPLIES	998.00
9/17/2026	SWANK MOVIE LICENSING USA	MISCELLANEOUS OPERATING COSTS	571.00
9/17/2026	TARRANT COUNTY TAX OFFICE	MISCELLANEOUS OPERATING COSTS	10.25
9/17/2026	TEXAS ASSOCIATION FOR THE GIFTED & TAL	MEMBERSHIPS	3,499.00
9/17/2026	TEXAS ASSOC OF SECONDARY SCHOOL PRI	MEMBERSHIPS	300.00
9/17/2026	TREKORDA, LLC	MISCELLANEOUSCONTRACTED SERVIC	6,708.00
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	COMPUTER SOFTWARE	131.70
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	GENERAL SUPPLIES	1,229.60
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	INVENTORY - WAREHOUSE SUPPLIES	1,146.24
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	MEMBERSHIPS	360.00

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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	MISCELLANEOUS OPERATING COSTS	5,075.88
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	MISCELLANEOUSCONTRACTED SERVIC	2,004.50
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	REFRESHMENTS/FOOD FOR MEETINGS	5,047.11
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	SOFTWARE SUBSCRIPTIONS	1,330.98
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	TESTING MATERIALS	2,275.00
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	TRAVEL,TRAINING & SUBSISTENCE	2,909.04
9/17/2026	VERITIV OPERATING CO.	GENERAL SUPPLIES	1,428.24
9/17/2026	VERITIV OPERATING CO.	INVENTORY - WAREHOUSE SUPPLIES	6,437.05
9/17/2026	WILLIAM V. MACGILL & CO.	GENERAL SUPPLIES	33.74
9/22/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	3,827.24
9/22/2026	AMAZON CAPITAL SERVICES INC	OTHER SUPPLIES FOR M&O	23.96
9/22/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	311.46
9/22/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	24.42
9/22/2026	AMERGIS HEALTHCARE STAFFING INC	PROFESSIONAL SERVICES	5,693.75
9/22/2026	APPLE INC.	GENERAL SUPPLIES	88.00
9/22/2026	ASE EDUCATION FOUNDATION	TESTING MATERIALS	5,542.00
9/22/2026	AT&T GIGA MAN	UTILITIES - TELEPHONE	176.92
9/22/2026	AT&T MOBILITY	UTILITIES - TELEPHONE	331.27
9/22/2026	AWARD CENTER	MISCELLANEOUSCONTRACTED SERVIC	75.49
9/22/2026	B&H PHOTO-VIDEO-PRO-AUDIO	GENERAL SUPPLIES	153.52
9/22/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	818.61
9/22/2026	BUSINESS ESSENTIALS, CMBC INVESTMENTS	GENERAL SUPPLIES	104.88
9/22/2026	CARENOW MANSFIELD	MISCELLANEOUSCONTRACTED SERVIC	200.00
9/22/2026	CAROLINA BIOLOGICAL SPLY CO	GENERAL SUPPLIES	801.38
9/22/2026	CDW GOVERNMENT	GENERAL SUPPLIES	2,369.97
9/22/2026	CDW GOVERNMENT	MISCELLANEOUSCONTRACTED SERVIC	3,435.50
9/22/2026	CDW GOVERNMENT	TECHNOLOGY EQUIPMNT<$10000	11,518.44
9/22/2026	CELLO PARTNERSHIP- VERIZON, VERIZON CO	UTILITIES - TELEPHONE	338.21
9/22/2026	CENGAGE LEARNING	SOFTWARE SUBSCRIPTIONS	750.00
9/22/2026	CENTERLINE SUPPLY, LTD	OTHER SUPPLIES FOR M&O	226.80
9/22/2026	CENTURY HVAC DISTRIBUTING, L.P.	OTHER SUPPLIES FOR M&O	87.13
9/22/2026	CLEAN GETAWAY CAR WASH, BROAD	CONTRACTED MAINTENANCE AND REP	255.00
9/22/2026	COMMERCIAL RECORDER	STATUTORILY REQ PUBLIC NOTICE	93.10
9/22/2026	COMMUNICATIONS PLUS, INC.	CONTRACTED MAINTENANCE AND REP	175.00
9/22/2026	CONCORD THEATRICALS CORP	GENERAL SUPPLIES	648.35
9/22/2026	CONSTRUCTED LEARNING LLC	SOFTWARE SUBSCRIPTIONS	7,500.00
9/22/2026	CRISIS PREVENTION INSTITUTE, INC (CPI)	MEMBERSHIPS	200.00
9/22/2026	DELTAMATH SOLUTIONS INC	SOFTWARE SUBSCRIPTIONS	1,620.00
9/22/2026	DEMCO INC	GENERAL SUPPLIES	82.34
9/22/2026	DIR TELECOMMUNICATIONS SERVICES DIVIS	UTILITIES - TELEPHONE	1.34
9/22/2026	DRAMATIC PUBLISHING	GENERAL SUPPLIES	374.90
9/22/2026	DRAMATIC PUBLISHING	MISCELLANEOUS OPERATING COSTS	660.00
9/22/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	1,244.89
9/22/2026	EPIC WATERS MUSIC FESTIVAL, BRAD WHITE	TRAVEL AND SUBSISTENCE - STUDE	50.00
9/22/2026	FOLLETT CONTENT SOLUTIONS, LLC, BOOKS	READING/REF MATERIALS/DATABASE	821.93
9/22/2026	FULLER, CLINTON	MEMBERSHIPS	65.00
9/22/2026	GENIALLY LLC	SOFTWARE SUBSCRIPTIONS	0.00
9/22/2026	GENUINE PARTS COMPANY-NAPA	GASOLINE AND OTHER FUELS OR VE	2,559.27
9/22/2026	GENUINE PARTS COMPANY-NAPA	GENERAL SUPPLIES	646.09
9/22/2026	GENUINE PARTS COMPANY-NAPA	OTHER SUPPLIES FOR M&O	435.56
9/22/2026	GENUINE PARTS COMPANY-NAPA	VEHICLE PARTS & SUPPLIES	33,850.92
9/22/2026	GOOSECHASE ADVENTURES INC	SOFTWARE SUBSCRIPTIONS	5,000.00
9/22/2026	GOT YOU COVERED WORK WEAR & UNIFORM	GENERAL SUPPLIES	2,491.13
9/22/2026	GOVCONNECTION INC	GENERAL SUPPLIES	790.56
9/22/2026	GOVCONNECTION INC	TECHNOLOGY EQUIPMNT<$10000	458.44

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/22/2026	GUARDIAN SERVICES	MISCELLANEOUSCONTRACTED SERVIC	4,960.00
9/22/2026	HARDIE'S FRESH FOODS, DAIRYLAND PRODU	GENERAL SUPPLIES	185.18
9/22/2026	HAYES, AMY	TRAVEL,TRAINING & SUBSISTENCE	202.96
9/22/2026	HD SUPPLY, INC	INVENTORY - WAREHOUSE SUPPLIES	310.56
9/22/2026	IMPERIAL BAG & PAPER CO LLC	INVENTORY - WAREHOUSE SUPPLIES	2,830.80
9/22/2026	J W PEPPER & SON, INC	GENERAL SUPPLIES	54.50
9/22/2026	JIMENEZ, JOHN	TRAVEL,TRAINING & SUBSISTENCE	168.59
9/22/2026	KHUU, VINH	TECHNOLOGY EQUIPMNT<$10000	425.00
9/22/2026	LAKESHORE LEARNING MATERIALS LLC	GENERAL SUPPLIES	47.45
9/22/2026	LAWN PATROL SERVICE, INC	CONTRACTED MAINTENANCE AND REP	52,849.00
9/22/2026	LENNOX INDUSTRIES INC	OTHER SUPPLIES FOR M&O	2,314.92
9/22/2026	LEXIPOL LLC	SOFTWARE SUBSCRIPTIONS	5,144.70
9/22/2026	LIBRARYTRAC LLC	SOFTWARE SUBSCRIPTIONS	4,745.00
9/22/2026	LONGHORN, INC.	OTHER SUPPLIES FOR M&O	1,707.39
9/22/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	755.39
9/22/2026	MANSFIELD GAS & EXHAUST	CONTRACTED MAINTENANCE AND REP	92.50
9/22/2026	MANSFIELD GAS & EXHAUST	OTHER SUPPLIES FOR M&O	88.00
9/22/2026	MANSFIELD GLASS LLC, GGM HOLDINGS INC	CONTRACTED MAINTENANCE AND REP	4,264.45
9/22/2026	MANSFIELD OVERHEAD DOOR LLC	CONTRACTED MAINTENANCE AND REP	189.00
9/22/2026	MARKS PLUMBING PARTS	OTHER SUPPLIES FOR M&O	137.77
9/22/2026	MASSEY SERVICES, INC.	CONTRACTED MAINTENANCE AND REP	3,278.00
9/22/2026	MATH TEACHERS PRESS, INC	GENERAL SUPPLIES	613.80
9/22/2026	MEDHEALTH	MISCELLANEOUSCONTRACTED SERVIC	28,895.50
9/22/2026	MOBILE COMMUNICATIONS AMERICA INC	CONTRACTED MAINTENANCE AND REP	40.00
9/22/2026	MOBILE COMMUNICATIONS AMERICA INC	GENERAL SUPPLIES	954.00
9/22/2026	MONTELONGO, MARIA	TRAVEL,TRAINING & SUBSISTENCE	164.13
9/22/2026	MOORE SUPPLY COMPANY	OTHER SUPPLIES FOR M&O	1,460.67
9/22/2026	MUNOZ, ANA	TRAVEL,TRAINING & SUBSISTENCE	150.16
9/22/2026	NATIONAL ARCHERY IN THE SCHOOLS PROG	GENERAL SUPPLIES	342.00
9/22/2026	NORTH CENTRAL TEXAS INTERLINK, INC	SOFTWARE SUBSCRIPTIONS	4,000.00
9/22/2026	NORTH TEXAS FIRE LLC	CONTRACTED MAINTENANCE AND REP	4,069.50
9/22/2026	NORTON METALS	GENERAL SUPPLIES	2,502.96
9/22/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	120.18
9/22/2026	PEAK MUSIC FESTIVALS	TRAVEL AND SUBSISTENCE - STUDE	2,700.00
9/22/2026	PEPWEAR, LLC	MISCELLANEOUS OPERATING COSTS	361.00
9/22/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	89,180.48
9/22/2026	PINNACLE MEDICAL MANAGEMENT	PROFESSIONAL SERVICES	360.00
9/22/2026	PYRAMID EDUCATIONAL CONSULTANTS, INC	INVENTORY - WAREHOUSE SUPPLIES	-1,275.85
9/22/2026	REALLY GOOD STUFF, LLC	GENERAL SUPPLIES	29.00
9/22/2026	REGION 11 ESC	RENTALS-OPERATING LEASES	4,000.00
9/22/2026	REGION 11 ESC	SOFTWARE SUBSCRIPTIONS	2,443.00
9/22/2026	RIVERSIDE INSIGHTS	TESTING MATERIALS	17,600.00
9/22/2026	ROCK N BOWL FEC ARLINGTON ALLEY CATS,	TRAVEL AND SUBSISTENCE - STUDE	378.00
9/22/2026	RW LONE STAR SECURITY, P&G DAVIS LLC	MISCELLANEOUSCONTRACTED SERVIC	175.00
9/22/2026	SCHOOL HEALTH CORPORATION	GENERAL SUPPLIES	3.95
9/22/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	491.76
9/22/2026	SCRIPPS NATIONAL SPELLING BEE	MISCELLANEOUS OPERATING COSTS	206.50
9/22/2026	SHERWIN-WILLIAMS	OTHER SUPPLIES FOR M&O	309.59
9/22/2026	SIMMONS, REBEKAH	TRAVEL,TRAINING & SUBSISTENCE	179.92
9/22/2026	SITEONE LANDSCAPE SUPPLY, LLC	OTHER SUPPLIES FOR M&O	95.94
9/22/2026	SOLIANT HEALTH	PROFESSIONAL SERVICES	5,280.00
9/22/2026	SOTO, TERA	TRAVEL,TRAINING & SUBSISTENCE	44.91
9/22/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	3,465.30
9/22/2026	STAPLES ADVANTAGE	READING/REF MATERIALS/DATABASE	59.77
9/22/2026	SWANK MOVIE LICENSING USA	MISCELLANEOUS OPERATING COSTS	672.00

MANSFIELD INDEPENDENT SCHOOL DISTRICT
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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/22/2026	TEX TECH ENVIRONMENTAL, INC	CONTRACTED MAINTENANCE AND REP	1,794.23
9/22/2026	TEXAS AIRSYSTEMS, LLC	OTHER SUPPLIES FOR M&O	10,173.00
9/22/2026	TEXAS ASSOCIATION OF SCHOOL BUSINESS	TRAVEL,TRAINING & SUBSISTENCE	355.00
9/22/2026	TEXAS ASSOCIATION OF SCHOOL BOARDS, II	TRAVEL AND SUBSISTENCE - NON-E	50.00
9/22/2026	TEXAS ASSOCIATION OF SCHOOL ADMINISTR	MEMBERSHIPS	480.00
9/22/2026	TEXAS COMPUTER EDUCATION ASSOCIATION	TRAVEL,TRAINING & SUBSISTENCE	706.00
9/22/2026	TEXAS DEPT OF PUBLIC SAFETY	MISCELLANEOUSCONTRACTED SERVIC	309.00
9/22/2026	TEXAS ELEM PRIN & SUPR ASSOC, TEPSA	MEMBERSHIPS	909.00
9/22/2026	TEXAS IRRIGATION SUPPLY	OTHER SUPPLIES FOR M&O	794.32
9/22/2026	TEXO, NCCER REP	SOFTWARE SUBSCRIPTIONS	2,500.00
9/22/2026	THERMO FLUIDS INC	CONTRACTED MAINTENANCE AND REP	525.95
9/22/2026	TOTAL MAINTENANCE SOLUTIONS, TMS SOU	OTHER SUPPLIES FOR M&O	250.29
9/22/2026	TRANE, ACCT #8162331	OTHER SUPPLIES FOR M&O	53.81
9/22/2026	TREKORDA, LLC	MISCELLANEOUSCONTRACTED SERVIC	4,583.00
9/22/2026	TRINITY CERAMIC SUPPLY, INC	GENERAL SUPPLIES	2,414.37
9/22/2026	UNITED REFRIGERATION INC	OTHER SUPPLIES FOR M&O	5,566.06
9/22/2026	ZEPEDA, PRISCILLA	TRAVEL,TRAINING & SUBSISTENCE	79.35
9/24/2026	A&M NURSERY AND SUPPLY, LLC	OTHER SUPPLIES FOR M&O	820.00
9/24/2026	ALLIANCE LAUNDRY SYSTEMS DISTRIBUTION	OTHER SUPPLIES FOR M&O	80.65
9/24/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	9,566.75
9/24/2026	AMAZON CAPITAL SERVICES INC	OTHER SUPPLIES FOR M&O	178.50
9/24/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	192.45
9/24/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	166.88
9/24/2026	AMERICAN BEARING CO	OTHER SUPPLIES FOR M&O	219.13
9/24/2026	APPLE INC.	TECHNOLOGY EQUIPMNT<$10000	1,361.55
9/24/2026	ARTA TRAVEL	TESTING MATERIALS	10.00
9/24/2026	ARTA TRAVEL	TRAVEL,TRAINING & SUBSISTENCE	20.00
9/24/2026	B&B COMMERCIAL PRINTING, KENNETH BUR	MISCELLANEOUSCONTRACTED SERVIC	25.00
9/24/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	1,626.02
9/24/2026	BREAKOUT EDU	SOFTWARE SUBSCRIPTIONS	122.02
9/24/2026	CANTWELL POWER SOLUTIONS, LLC	CONTRACTED MAINTENANCE AND REP	566.50
9/24/2026	CAROLINA BIOLOGICAL SPLY CO	GENERAL SUPPLIES	698.40
9/24/2026	CDW GOVERNMENT	GENERAL SUPPLIES	226.76
9/24/2026	CDW GOVERNMENT	SBITA PRINCIPAL PAYMENT	266,600.00
9/24/2026	CDW GOVERNMENT	TECHNOLOGY EQUIPMNT<$10000	3,366.01
9/24/2026	CENTURY HVAC DISTRIBUTING, L.P.	OTHER SUPPLIES FOR M&O	233.43
9/24/2026	CHICK-FIL-A #01021, N WALNUT CREEK	REFRESHMENTS/FOOD FOR MEETINGS	99.05
9/24/2026	COMMUNICATIONS PLUS, INC.	CONTRACTED MAINTENANCE AND REP	1,010.60
9/24/2026	COMPLETE SUPPLY, INC	GENERAL SUPPLIES	15,754.92
9/24/2026	CONCORD THEATRICALS CORP	MISCELLANEOUS OPERATING COSTS	390.00
9/24/2026	COUSIN'S CONCERT ATTIRE, COUSIN'S UNIF	GENERAL SUPPLIES	561.60
9/24/2026	DEMCO INC	GENERAL SUPPLIES	272.24
9/24/2026	DISCOVERY EDUCATION INC.	SOFTWARE SUBSCRIPTIONS	152.63
9/24/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	1,875.42
9/24/2026	EAN SERVICES, LLC ENTERPRISE RENT A C -	RENTALS-OPERATING LEASES	2,971.16
9/24/2026	EARTHWORKS INC	CONTRACTED MAINTENANCE AND REP	58,219.50
9/24/2026	ELLIOTT ELECTRIC SUPPLY INC	OTHER SUPPLIES FOR M&O	57.50
9/24/2026	EXPLOREK12 INC	SOFTWARE SUBSCRIPTIONS	2,214.46
9/24/2026	FITNESS FINDERS INC	GENERAL SUPPLIES	312.57
9/24/2026	FITNESS FINDERS INC	SOFTWARE SUBSCRIPTIONS	199.95
9/24/2026	FOLLETT CONTENT SOLUTIONS, LLC, BOOKS	READING/REF MATERIALS/DATABASE	618.42
9/24/2026	FRONTIER WASTE SOLUTIONS, FRONTIER AC	UTILITIES - TRASH	284.40
9/24/2026	GENUINE PARTS COMPANY-NAPA	GASOLINE AND OTHER FUELS OR VE	45.38
9/24/2026	GENUINE PARTS COMPANY-NAPA	OTHER SUPPLIES FOR M&O	151.60
9/24/2026	GENUINE PARTS COMPANY-NAPA	VEHICLE PARTS & SUPPLIES	1,826.65

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199 - GENERAL OPERATING			
9/24/2026	GOVCONNECTION INC	GENERAL SUPPLIES	42.05
9/24/2026	GRAINGER	INVENTORY - WAREHOUSE SUPPLIES	96.00
9/24/2026	HD SUPPLY, INC	INVENTORY - WAREHOUSE SUPPLIES	614.70
9/24/2026	IDENTISYS, INC	GENERAL SUPPLIES	456.80
9/24/2026	IMPERIAL BAG & PAPER CO LLC	INVENTORY - WAREHOUSE SUPPLIES	3,585.60
9/24/2026	J W PEPPER & SON, INC	GENERAL SUPPLIES	1,664.49
9/24/2026	JUNIOR LIBRARY GUILD, MT LIBRARY SERVIC	READING/REF MATERIALS/DATABASE	1,974.00
9/24/2026	LAKESHORE LEARNING MATERIALS LLC	GENERAL SUPPLIES	47.48
9/24/2026	LANGO LLC	MISCELLANEOUSCONTRACTED SERVIC	7,758.50
9/24/2026	LENDAN COMMUNICATIONS	MISCELLANEOUSCONTRACTED SERVIC	1,800.00
9/24/2026	LENNOX INDUSTRIES INC	OTHER SUPPLIES FOR M&O	1,004.95
9/24/2026	LONGHORN, INC.	OTHER SUPPLIES FOR M&O	177.43
9/24/2026	LOUIS EDUCATIONAL CONCEPTS LLC	MISCELLANEOUS OPERATING COSTS	459.98
9/24/2026	LOWE'S COMPANIES, INC	GENERAL SUPPLIES	1,287.88
9/24/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	1,999.26
9/24/2026	LUCK'S MUSIC LIBRARY	GENERAL SUPPLIES	201.30
9/24/2026	MANSFIELD GAS & EXHAUST	CONTRACTED MAINTENANCE AND REP	18.50
9/24/2026	MANSFIELD GLASS LLC, GGM HOLDINGS INC	CONTRACTED MAINTENANCE AND REP	2,843.75
9/24/2026	MASSEY SERVICES, INC.	CONTRACTED MAINTENANCE AND REP	695.00
9/24/2026	MHC TRUCK LEASING LLC	RENTALS-OPERATING LEASES	1,373.36
9/24/2026	MINUTEMAN PRESS, INCUBATIVE STRA	OTHER REVENUES FROM LOCAL SOUR	0.00
9/24/2026	MOORE SUPPLY COMPANY	OTHER SUPPLIES FOR M&O	1,929.79
9/24/2026	MUSIC AND ARTS CENTER - ATTN: ACCOUNTS	GENERAL SUPPLIES	475.45
9/24/2026	NATIONAL CENTER FOR YOUTH ISSUES	TRAVEL,TRAINING & SUBSISTENCE	170.00
9/24/2026	NATIONAL SPEECH AND DEBATE ASSOCIATIC	MEMBERSHIPS	363.00
9/24/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	410.68
9/24/2026	O'REILLY AUTO PARTS, O'REILLY AUTO LLC	VEHICLE PARTS & SUPPLIES	233.09
9/24/2026	OVERDRIVE, INC	READING/REF MATERIALS/DATABASE	1,689.76
9/24/2026	PEARSON CLINICAL ASSESSMENT DIVISION	TESTING MATERIALS	2,037.53
9/24/2026	PERFECTION LEARNING CORP	GENERAL SUPPLIES	38.56
9/24/2026	PERFECTION LEARNING CORP	READING/REF MATERIALS/DATABASE	321.30
9/24/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	37,352.35
9/24/2026	PRECISION BUSINESS MACHINES, INC	GENERAL SUPPLIES	343.96
9/24/2026	PRIDE OF TEXAS MUSIC FESTIVALS	TRAVEL AND SUBSISTENCE - STUDE	495.00
9/24/2026	REGION 11 ESC	EDUCATION SERVICE CENTER SERVI	357,812.44
9/24/2026	REGION 11 ESC	MISCELLANEOUSCONTRACTED SERVIC	20,000.00
9/24/2026	REGION 11 ESC	UTILITIES - TELEPHONE	3,600.00
9/24/2026	REGION 4 ESC	EDUCATION SERVICE CENTER SERVI	110.00
9/24/2026	RW LONE STAR SECURITY, P&G DAVIS LLC	MISCELLANEOUSCONTRACTED SERVIC	189.00
9/24/2026	SCHOOL NURSE SUPPLY, INC	GENERAL SUPPLIES	57.47
9/24/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	1,170.97
9/24/2026	SHERWIN-WILLIAMS	OTHER SUPPLIES FOR M&O	144.75
9/24/2026	SKYWARD INC	MISCELLANEOUSCONTRACTED SERVIC	250.00
9/24/2026	SOCIAL STUDIES SCHOOL SERVICE	GENERAL SUPPLIES	742.96
9/24/2026	SOFTWARE 4 SCHOOLS	SOFTWARE SUBSCRIPTIONS	595.00
9/24/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	332.28
9/24/2026	STUDENT CONDUCTOR, INC	GENERAL SUPPLIES	225.00
9/24/2026	STUDENT CONDUCTOR, INC	SOFTWARE SUBSCRIPTIONS	4,050.00
9/24/2026	TARRANT APPRAISAL DISTRICT	TAX APPRAISAL AND COLLECTION	286,840.27
9/24/2026	TEXAS ASSOCIATION OF SCHOOL ADMINISTR	MEMBERSHIPS	282.00
9/24/2026	TEXAS ASSOC OF STUDENT COUNCILS	MISCELLANEOUS OPERATING COSTS	110.00
9/24/2026	TEXAS ELEM PRIN & SUPR ASSOC, TEPSA	MEMBERSHIPS	606.00
9/24/2026	TEXAS TECH ISD	TESTING MATERIALS	5,460.00
9/24/2026	THOMPSON, KENNETH	MEMBERSHIPS	65.00
9/24/2026	THOMPSON, KENNETH	TRAVEL,TRAINING & SUBSISTENCE	200.00

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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/24/2026	TMEA REGION 5 ORCHESTRA HS	TRAVEL AND SUBSISTENCE - STUDE	25.00
9/24/2026	TREKORDA, LLC	MISCELLANEOUSCONTRACTED SERVIC	1,000.00
9/24/2026	TXU ENERGY RETAIL COMPANY LLC, VISTRA	UTILITIES - ELECTRICITY	582,078.43
9/24/2026	UNITED AG & TURF, COUFAL-PRATER EQU	OTHER SUPPLIES FOR M&O	78.40
9/24/2026	UNITED REFRIGERATION INC	OTHER SUPPLIES FOR M&O	1,760.66
9/24/2026	UPPER EDGE TECHNOLOGIES, INC	TECHNOLOGY EQUIPMNT<$10000	3,336.40
9/24/2026	VECTOR CONCEPTS, INC.	OTHER SUPPLIES FOR M&O	616.80
9/24/2026	VERNIER SCIENCE EDUCATION	GENERAL SUPPLIES	87.08
9/24/2026	WEST MUSIC COMPANY	GENERAL SUPPLIES	659.53
9/24/2026	WESTERN - BRW PAPER CO, OVOL USA	GENERAL SUPPLIES	13,141.30
9/24/2026	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	5,082.60
9/24/2026	WHOLESALE ELECTRIC SUPPLY COMPANY, II	OTHER SUPPLIES FOR M&O	1,658.03
9/24/2026	WILLIAM V. MACGILL & CO.	GENERAL SUPPLIES	331.64
9/24/2026	WINSTON WATER COOLER OF FT WORTH	OTHER SUPPLIES FOR M&O	2,222.23
9/29/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	8,082.18
9/29/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	144.74
9/29/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	1,018.30
9/29/2026	AMAZON CAPITAL SERVICES INC	TECHNOLOGY EQUIPMNT<$10000	100.00
9/29/2026	AMERGIS HEALTHCARE STAFFING INC	PROFESSIONAL SERVICES	5,545.00
9/29/2026	ANGEL ARMOR, LLC	OTHER EQUIPMNT<$10000	840.00
9/29/2026	APPLE INC.	SOFTWARE SUBSCRIPTIONS	4,796.00
9/29/2026	AWARD CENTER	MISCELLANEOUSCONTRACTED SERVIC	21.81
9/29/2026	B&H PHOTO-VIDEO-PRO-AUDIO	GENERAL SUPPLIES	1,329.89
9/29/2026	B&H PHOTO-VIDEO-PRO-AUDIO	TECHNOLOGY EQUIPMNT<$10000	432.52
9/29/2026	BEN E. KEITH COMPANY	GENERAL SUPPLIES	1,285.86
9/29/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	1,323.96
9/29/2026	BOUND TO STAY BOUND BOOKS INC	READING/REF MATERIALS/DATABASE	941.67
9/29/2026	BRANNON, MARCUS	TRAVEL,TRAINING & SUBSISTENCE	355.58
9/29/2026	BUSINESS ESSENTIALS, CMBC INVESTMENTS	GENERAL SUPPLIES	53.20
9/29/2026	CANTWELL POWER SOLUTIONS, LLC	CONTRACTED MAINTENANCE AND REP	651.75
9/29/2026	CAROLINA BIOLOGICAL SPLY CO	GENERAL SUPPLIES	345.71
9/29/2026	CCC FENCE LLC, MARK HARRIS	CONTRACTED MAINTENANCE AND REP	1,230.00
9/29/2026	CDW GOVERNMENT	CONTRACTED MAINTENANCE AND REP	34,200.00
9/29/2026	CDW GOVERNMENT	GENERAL SUPPLIES	239.58
9/29/2026	CENTURY HVAC DISTRIBUTING, L.P.	OTHER SUPPLIES FOR M&O	103.25
9/29/2026	CLASSIC TURF EQUIPMENT	OTHER SUPPLIES FOR M&O	880.56
9/29/2026	COMMUNICATIONS PLUS, INC.	CONTRACTED MAINTENANCE AND REP	1,768.90
9/29/2026	CONTRACTORS BACKFLOW, INC	CONTRACTED MAINTENANCE AND REP	18,677.54
9/29/2026	DEMCO INC	GENERAL SUPPLIES	735.92
9/29/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	4,043.42
9/29/2026	DRIVER, NATALIE	TRAVEL,TRAINING & SUBSISTENCE	108.78
9/29/2026	EAI EDUCATION INC	GENERAL SUPPLIES	360.05
9/29/2026	ELEVATED FACILITY SERVICES	CONTRACTED MAINTENANCE AND REP	2,544.00
9/29/2026	EXPLOREK12 INC	SOFTWARE SUBSCRIPTIONS	3,000.80
9/29/2026	FACILITY SOLUTIONS GROUP INC	OTHER SUPPLIES FOR M&O	4,214.90
9/29/2026	FAMILY FIRST, INC.	MEMBERSHIPS	100.00
9/29/2026	FISHER SCIENCE EDUCATION	GENERAL SUPPLIES	682.62
9/29/2026	FITNESS FINDERS INC	SOFTWARE SUBSCRIPTIONS	199.95
9/29/2026	FOLLETT CONTENT SOLUTIONS, LLC, BOOKS	READING/REF MATERIALS/DATABASE	1,202.57
9/29/2026	GENUINE PARTS COMPANY-NAPA	GASOLINE AND OTHER FUELS OR VE	1,088.39
9/29/2026	GENUINE PARTS COMPANY-NAPA	GENERAL SUPPLIES	35.08
9/29/2026	GENUINE PARTS COMPANY-NAPA	OTHER SUPPLIES FOR M&O	123.34
9/29/2026	GENUINE PARTS COMPANY-NAPA	VEHICLE PARTS & SUPPLIES	7,244.34
9/29/2026	GOVCONNECTION INC	GENERAL SUPPLIES	17.32
9/29/2026	GOVCONNECTION INC	TECHNOLOGY EQUIPMNT<$10000	648.26

MANSFIELD INDEPENDENT SCHOOL DISTRICT
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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/29/2026	GRAINGER	GENERAL SUPPLIES	1,796.70
9/29/2026	HARDIE'S FRESH FOODS, DAIRYLAND PRODU	GENERAL SUPPLIES	1,003.80
9/29/2026	IXL LEARNING, INC	SOFTWARE SUBSCRIPTIONS	937.50
9/29/2026	J W PEPPER & SON, INC	GENERAL SUPPLIES	79.65
9/29/2026	JERRY'S GENERAL AUTOMOTIVE INC	CONTRACTED MAINTENANCE AND REP	26.26
9/29/2026	JET SECURITY LLC	MISCELLANEOUSCONTRACTED SERVIC	8,594.75
9/29/2026	KINGS III EMERGENCY COMMS, KINGS III OF A	UTILITIES - TELEPHONE	220.50
9/29/2026	KOETTER FIRE PROTECTION, LLC	CONTRACTED MAINTENANCE AND REP	400.00
9/29/2026	LENNOX INDUSTRIES INC	OTHER SUPPLIES FOR M&O	157.24
9/29/2026	LONE STAR STATE SCHOOL COUNSELOR ASS	MEMBERSHIPS	50.00
9/29/2026	LONGHORN, INC.	OTHER SUPPLIES FOR M&O	421.75
9/29/2026	LOWE'S COMPANIES, INC	GENERAL SUPPLIES	1,089.47
9/29/2026	LOWE'S COMPANIES, INC	OTHER SUPPLIES FOR M&O	1,069.58
9/29/2026	LOWMAN EDUCATION LLC	READING/REF MATERIALS/DATABASE	1,650.00
9/29/2026	MAMA'S PIZZA	REFRESHMENTS/FOOD FOR MEETINGS	451.93
9/29/2026	MANSFIELD GAS & EXHAUST	CONTRACTED MAINTENANCE AND REP	18.50
9/29/2026	MANSFIELD OVERHEAD DOOR LLC	CONTRACTED MAINTENANCE AND REP	1,820.00
9/29/2026	METAL SUPERMARKETS FT WORTH	GENERAL SUPPLIES	720.44
9/29/2026	MUSIC AND ARTS CENTER - ATTN: ACCOUNTS	GENERAL SUPPLIES	1,471.44
9/29/2026	MUSIC AND ARTS CENTER - ATTN: ACCOUNTS	OTHER EQUIPMNT<$10000	11,697.00
9/29/2026	MUSIC THEATRE INTERNATIONAL	GENERAL SUPPLIES	1,371.00
9/29/2026	MUSIC THEATRE INTERNATIONAL	MISCELLANEOUS OPERATING COSTS	489.00
9/29/2026	NEMA 3 ELECTRIC, INC	CONTRACTED MAINTENANCE AND REP	1,573.70
9/29/2026	NORTH TEXAS FIRE LLC	CONTRACTED MAINTENANCE AND REP	200.00
9/29/2026	NRH2O MUSIC FESTIVALS, BRAD WHITE MUS	TRAVEL AND SUBSISTENCE - STUDE	50.00
9/29/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	27.39
9/29/2026	OLEN WILLIAMS INC	CONTRACTED MAINTENANCE AND REP	285.00
9/29/2026	ONSET COMPUTER CORPORATION	TECHNOLOGY EQUIPMNT<$10000	157.00
9/29/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	94,014.21
9/29/2026	PINNACLE MEDICAL MANAGEMENT	PROFESSIONAL SERVICES	1,120.00
9/29/2026	PITNEY BOWES, INC, 20848793	RENTALS-OPERATING LEASES	1,546.59
9/29/2026	POCKET NURSE	GENERAL SUPPLIES	2,626.08
9/29/2026	PRECISION BUSINESS MACHINES, INC	GENERAL SUPPLIES	1,423.45
9/29/2026	PRIDE OF TEXAS MUSIC FESTIVALS	TRAVEL AND SUBSISTENCE - STUDE	330.00
9/29/2026	REGION 11 ESC	EDUCATION SERVICE CENTER SERVI	4,550.00
9/29/2026	REGION 11 ESC	TRAVEL,TRAINING & SUBSISTENCE	1,150.00
9/29/2026	REGION 10 ESC	EDUCATION SERVICE CENTER SERVI	200.00
9/29/2026	RF SYSTEMS INC., TEXAS BLUE DIES	VEHICLE PARTS & SUPPLIES	425.00
9/29/2026	SCHOOL NURSE SUPPLY, INC	GENERAL SUPPLIES	454.20
9/29/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	1,874.90
9/29/2026	SECURED MOBILITY LLC, MICHAEL P LARANA	GENERAL SUPPLIES	571.88
9/29/2026	SHERWIN-WILLIAMS	OTHER SUPPLIES FOR M&O	219.37
9/29/2026	SMARTTRASH LLC, AMERICAN TRASH	CONTRACTED MAINTENANCE AND REP	500.00
9/29/2026	SOUTHWEST INTERNATIONAL TRUCKS, INC	CONTRACTED MAINTENANCE AND REP	1,689.60
9/29/2026	STAPLES ADVANTAGE	FURNITURE<$10,000	98.45
9/29/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	4,756.17
9/29/2026	SUNDANCE EVENTS	RENTALS-OPERATING LEASES	312.00
9/29/2026	SURVEYMONKEY.COM	SOFTWARE SUBSCRIPTIONS	960.00
9/29/2026	SWANK MOVIE LICENSING USA	MISCELLANEOUS OPERATING COSTS	571.00
9/29/2026	TEX TECH ENVIRONMENTAL, INC	CONTRACTED MAINTENANCE AND REP	3,000.00
9/29/2026	TEXAS AIRSYSTEMS, LLC	OTHER SUPPLIES FOR M&O	2,959.50
9/29/2026	TEXAS ASSOCIATION OF SCHOOL BUSINESS	MISCELLANEOUS OPERATING COSTS	525.00
9/29/2026	TEXAS IRRIGATION SUPPLY	OTHER SUPPLIES FOR M&O	834.62
9/29/2026	THEMES & VARIATIONS INC	SOFTWARE SUBSCRIPTIONS	2,340.00
9/29/2026	TOTAL MAINTENANCE SOLUTIONS, TMS SOU	OTHER SUPPLIES FOR M&O	505.39

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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/29/2026	TREKORDA, LLC	MISCELLANEOUSCONTRACTED SERVIC	4,668.00
9/29/2026	ULINE	GENERAL SUPPLIES	1,153.36
9/29/2026	UNIFIRST HOLDINGS, INC	RENTALS-OPERATING LEASES	1,206.69
9/29/2026	UNITED REFRIGERATION INC	OTHER SUPPLIES FOR M&O	2,117.70
9/29/2026	WEST MUSIC COMPANY	GENERAL SUPPLIES	34.08
9/29/2026	WESTERN - BRW PAPER CO, OVOL USA	GENERAL SUPPLIES	3,199.30
9/29/2026	WHOLESALE ELECTRIC SUPPLY COMPANY, I	OTHER SUPPLIES FOR M&O	1,277.25
9/29/2026	WILLIAM V. MACGILL & CO.	GENERAL SUPPLIES	217.91
		199 - GENERAL OPERATING	**5,197,553.39**
211 - ESEA TITLE I; IMPROVING BASIC			
9/1/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	531.93
9/1/2026	ENGAGE! LEARNING, INC	TRAVEL,TRAINING & SUBSISTENCE	1,550.00
9/1/2026	IXL LEARNING, INC	SOFTWARE SUBSCRIPTIONS	3,900.00
9/1/2026	LEAD4WARD, LLC	SOFTWARE SUBSCRIPTIONS	250.00
9/1/2026	QUIZIZZ INC., WAYGROUND	SOFTWARE SUBSCRIPTIONS	9,999.00
9/1/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	442.60
9/3/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	146.95
9/3/2026	CAPTURING KIDS HEARTS, FLIPPEN GROUP	MISCELLANEOUSCONTRACTED SERVIC	4,500.00
9/3/2026	LEA DEVERS LEAD EDUCATIONAL SERVICES	MISCELLANEOUSCONTRACTED SERVIC	1,750.00
9/3/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	165.60
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	REFRESHMENTS/FOOD FOR MEETINGS	270.03
9/4/2026	TRS	TEACHER RETIREMENT	29,118.43
9/8/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,856.00
9/8/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	450.36
9/8/2026	EAI EDUCATION INC	GENERAL SUPPLIES	10,835.20
9/8/2026	SCHOOL MATE	MISCELLANEOUSCONTRACTED SERVIC	800.00
9/8/2026	WOODBURN PRESS	READING/REF MATERIALS/DATABASE	145.53
9/10/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	106.91
9/10/2026	FAMILY FIRST, INC.	MEMBERSHIPS	100.00
9/15/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	3,286.22
9/15/2026	AMAZON CAPITAL SERVICES INC	TECHNOLOGY EQUIPMNT<$10000	647.76
9/17/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	591.28
9/17/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	159.84
9/17/2026	BULK BOOKSTORE	READING/REF MATERIALS/DATABASE	1,188.00
9/17/2026	CAPTURING KIDS HEARTS, FLIPPEN GROUP	MISCELLANEOUSCONTRACTED SERVIC	4,500.00
9/17/2026	STATE AND FEDERAL EDUCATIONAL SERVICE	MISCELLANEOUSCONTRACTED SERVIC	393.75
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	EDUCATION SERVICE CENTER SERVI	575.00
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	REFRESHMENTS/FOOD FOR MEETINGS	1,208.04
9/22/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,501.20
9/22/2026	CAPTURING KIDS HEARTS, FLIPPEN GROUP	SOFTWARE SUBSCRIPTIONS	4,500.00
9/22/2026	CDW GOVERNMENT	GENERAL SUPPLIES	607.08
9/22/2026	ENGAGE! LEARNING, INC	TRAVEL,TRAINING & SUBSISTENCE	775.00
9/22/2026	GOVCONNECTION INC	GENERAL SUPPLIES	68.24
9/22/2026	HAND2MIND, INC.	GENERAL SUPPLIES	101.85
9/22/2026	IXL LEARNING, INC	SOFTWARE SUBSCRIPTIONS	5,581.25
9/22/2026	LEAD4WARD, LLC	SOFTWARE SUBSCRIPTIONS	575.00
9/22/2026	NATIONAL CENTER FOR YOUTH ISSUES	TRAVEL,TRAINING & SUBSISTENCE	460.00
9/22/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	284.40
9/22/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	892.11
9/24/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	483.76
9/24/2026	BOUND TO STAY BOUND BOOKS INC	READING/REF MATERIALS/DATABASE	2,535.82
9/24/2026	CAPSTONE, COUGHLAN COMPAN	SOFTWARE SUBSCRIPTIONS	1,999.00
9/24/2026	FAMILY FIRST, INC.	MEMBERSHIPS	100.00
9/24/2026	LEAD4WARD, LLC	MISCELLANEOUSCONTRACTED SERVIC	6,500.00

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211 - ESEA TITLE I; IMPROVING BASIC			
9/24/2026	REGION 11 ESC	SOFTWARE SUBSCRIPTIONS	2,926.00
9/24/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	1,289.84
9/24/2026	WESTERN - BRW PAPER CO, OVOL USA	GENERAL SUPPLIES	1,504.56
9/29/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	192.82
9/29/2026	EDPUZZLE, INC.	SOFTWARE SUBSCRIPTIONS	2,835.00
9/29/2026	FOLLETT CONTENT SOLUTIONS, LLC, BOOKS	READING/REF MATERIALS/DATABASE	5,317.04
9/29/2026	IXL LEARNING, INC	SOFTWARE SUBSCRIPTIONS	13,913.75
9/29/2026	JONES SCHOOL SUPPLY	MISCELLANEOUS OPERATING COSTS	178.95
9/29/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	338.94
9/29/2026	WESTERN - BRW PAPER CO, OVOL USA	GENERAL SUPPLIES	1,656.00
		211 - ESEA TITLE I; IMPROVING BASIC	**136,586.04**
224 - IDEA-B FORMULA			
9/1/2026	ALICIA WOODS AUDIOLOGY LLC	PROFESSIONAL SERVICES	2,737.50
9/1/2026	SOLIANT HEALTH	PROFESSIONAL SERVICES	3,762.50
9/3/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,451.20
9/4/2026	TRS	TEACHER RETIREMENT	31,371.31
9/10/2026	SOLIANT HEALTH	PROFESSIONAL SERVICES	2,529.00
9/15/2026	SOLIANT HEALTH	PROFESSIONAL SERVICES	1,500.00
9/17/2026	LOWE'S COMPANIES, INC	GENERAL SUPPLIES	649.00
9/22/2026	LANGO LLC	MISCELLANEOUSCONTRACTED SERVIC	1,897.40
9/22/2026	SOLIANT HEALTH	PROFESSIONAL SERVICES	1,500.00
		224 - IDEA-B FORMULA	**47,397.91**
225 - IDEA-B PRE-SCHOOL			
9/4/2026	TRS	TEACHER RETIREMENT	409.83
		225 - IDEA-B PRE-SCHOOL	**409.83**
240 - CHILD NUTRITION FUND			
9/1/2026	AMEEN, ZINA	DEFERRED REVENUE	31.00
9/1/2026	BROWN, CHANTAL	DEFERRED REVENUE	13.55
9/1/2026	DEL MORAL, SYLVIA	DEFERRED REVENUE	7.75
9/1/2026	HAMILTON, REGINA	DEFERRED REVENUE	3.30
9/1/2026	HUMPHRIES, HEATHER	DEFERRED REVENUE	5.00
9/1/2026	IMPERIAL BAG & PAPER CO LLC	INVENTORY - WAREHOUSE SUPPLIES	26,349.10
9/1/2026	IRIZARRY, WILLIAM	DEFERRED REVENUE	1.78
9/1/2026	JEAN'S RESTAURANT SUPPLY, TARI INC	OTHER SUPPLIES FOR M&O	5,132.32
9/1/2026	KELLER, TINA	DEFERRED REVENUE	1.25
9/1/2026	KILLMAN, TYLER	DEFERRED REVENUE	25.75
9/1/2026	KLEMENT DISTRIBUTION, INC.	FOOD	3,777.42
9/1/2026	LABATT FOOD SERVICE	FOOD	65,951.65
9/1/2026	LABATT FOOD SERVICE	NON-FOOD	3,941.16
9/1/2026	OAK FARMS, DAIRY FARMERS OF	FOOD	37,965.07
9/1/2026	PETERSON, DONALD	DEFERRED REVENUE	200.00
9/1/2026	REIGLE, AMANDA	DEFERRED REVENUE	16.45
9/1/2026	SAUNDERS, WANDA	DEFERRED REVENUE	5.10
9/1/2026	SELF, MAUREEN	DEFERRED REVENUE	21.22
9/1/2026	SMART MOUTH FOODS, BULLS EYE BRAND	FOOD	4,887.39
9/1/2026	SMART MOUTH FOODS, BULLS EYE BRAND	INVENTORY - WAREHOUSE SUPPLIES	7,612.50
9/1/2026	SOTO, JAZMIN	DEFERRED REVENUE	1.00
9/1/2026	TATE, LORIALE	DEFERRED REVENUE	54.95
9/1/2026	TUCKER, CAVARETT GAIL	DEFERRED REVENUE	67.00
9/1/2026	ULTIMATE TEES PRINT STUDIO LLC	DEFERRED EXPENDITURES/EXPENSES	0.00
9/1/2026	ULTIMATE TEES PRINT STUDIO LLC	MISCELLANEOUSCONTRACTED SERVIC	0.00

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240 - CHILD NUTRITION FUND			
9/1/2026	WILLIAMS, JEREMY	DEFERRED REVENUE	54.75
9/3/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	137.97
9/3/2026	GENUINE PARTS COMPANY-NAPA	OTHER SUPPLIES FOR M&O	13.43
9/3/2026	KLEMENT DISTRIBUTION, INC.	FOOD	748.17
9/3/2026	LABATT FOOD SERVICE	FOOD	103,869.99
9/3/2026	LABATT FOOD SERVICE	INVENTORY - WAREHOUSE SUPPLIES	4,381.16
9/3/2026	LABATT FOOD SERVICE	NON-FOOD	6,175.79
9/3/2026	PEREIRA, SALAYNA	TRAVEL,TRAINING & SUBSISTENCE	125.23
9/3/2026	SIMINGTON, BROOKE	TRAVEL,TRAINING & SUBSISTENCE	131.17
9/3/2026	SMART MOUTH FOODS, BULLS EYE BRAND	FOOD	3,773.36
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	FOOD	379.32
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	MISCELLANEOUS OPERATING COSTS	95.98
9/3/2026	WALNUT CREEK FARM	INVENTORY - WAREHOUSE SUPPLIES	56,274.70
9/4/2026	TRS	TEACHER RETIREMENT	7,610.30
9/8/2026	ABDELRAHIM, SHEREEN	DEFERRED REVENUE	20.00
9/8/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	279.80
9/8/2026	AUTO-CHLOR SERVICES, LLC.	INVENTORY - WAREHOUSE SUPPLIES	1,013.70
9/8/2026	BACH, KELSEY	DEFERRED REVENUE	14.00
9/8/2026	BLANCO, YULEMA	DEFERRED REVENUE	16.25
9/8/2026	DEVLIN, MEGAN	DEFERRED REVENUE	3.95
9/8/2026	DIAW, ALIOUNE	DEFERRED REVENUE	44.00
9/8/2026	FOSTER, APRIL	DEFERRED REVENUE	6.95
9/8/2026	GAMMON, ERICA	DEFERRED REVENUE	17.25
9/8/2026	GARCIA, CANDIE	DEFERRED REVENUE	45.88
9/8/2026	HARDIN, AMY	DEFERRED REVENUE	29.75
9/8/2026	KING, KEILAH	DEFERRED REVENUE	17.25
9/8/2026	KLEMENT DISTRIBUTION, INC.	FOOD	6,293.42
9/8/2026	LABATT FOOD SERVICE	FOOD	24,645.42
9/8/2026	LABATT FOOD SERVICE	NON-FOOD	2,320.17
9/8/2026	MARISCAL, JOSE	DEFERRED REVENUE	29.25
9/8/2026	MEDELLIN, CLAUDIA	DEFERRED REVENUE	2.60
9/8/2026	MOORE, NATASHIA	DEFERRED REVENUE	4.70
9/8/2026	OAK FARMS, DAIRY FARMERS OF	FOOD	519.02
9/8/2026	PERRYMAN, PAUL	DEFERRED REVENUE	22.35
9/8/2026	RAMIREZ, MEGHANN	DEFERRED REVENUE	35.00
9/8/2026	SMART MOUTH FOODS, BULLS EYE BRAND	FOOD	2,503.79
9/8/2026	TAYLOR, KAYLA	TRAVEL,TRAINING & SUBSISTENCE	118.58
9/8/2026	WHISENHUNT, CINDY	DEFERRED REVENUE	11.75
9/8/2026	WILBERT, SHAWNTASHA	DEFERRED REVENUE	42.00
9/8/2026	WILLIS, JAMES	DEFERRED REVENUE	2.20
9/8/2026	WOKOCHA, EZE	DEFERRED REVENUE	44.75
9/8/2026	YOUNG, TAYLOR	DEFERRED REVENUE	2.29
9/10/2026	KLEMENT DISTRIBUTION, INC.	FOOD	317.48
9/10/2026	LABATT FOOD SERVICE	FOOD	34,915.87
9/10/2026	LABATT FOOD SERVICE	NON-FOOD	3,009.44
9/10/2026	OAK FARMS, DAIRY FARMERS OF	FOOD	682.30
9/10/2026	PARTS TOWN, LLC	MISCELLANEOUS OPERATING COSTS	58.00
9/10/2026	PARTS TOWN, LLC	OTHER SUPPLIES FOR M&O	1,516.00
9/10/2026	SCHWAN'S SALES CO INC	INVENTORY - WAREHOUSE SUPPLIES	40,510.40
9/10/2026	SIMINGTON, BROOKE	TRAVEL,TRAINING & SUBSISTENCE	88.93
9/10/2026	SMART MOUTH FOODS, BULLS EYE BRAND	FOOD	1,651.35
9/15/2026	AUTO-CHLOR SERVICES, LLC.	INVENTORY - WAREHOUSE SUPPLIES	5,277.50
9/15/2026	GENUINE PARTS COMPANY-NAPA	OTHER SUPPLIES FOR M&O	13.43
9/15/2026	IMPERIAL BAG & PAPER CO LLC	INVENTORY - WAREHOUSE SUPPLIES	9,626.16
9/15/2026	KINZER, CANTRECE	TRAVEL,TRAINING & SUBSISTENCE	207.38

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240 - CHILD NUTRITION FUND			
9/15/2026	KLEMENT DISTRIBUTION, INC.	FOOD	15,124.15
9/15/2026	LABATT FOOD SERVICE	FOOD	80,605.76
9/15/2026	LABATT FOOD SERVICE	INVENTORY - WAREHOUSE SUPPLIES	2,884.34
9/15/2026	LABATT FOOD SERVICE	NON-FOOD	6,351.10
9/15/2026	PARTS TOWN, LLC	OTHER SUPPLIES FOR M&O	910.82
9/15/2026	SCHWAN'S SALES CO INC	INVENTORY - WAREHOUSE SUPPLIES	30,445.64
9/15/2026	SMART MOUTH FOODS, BULLS EYE BRAND	FOOD	3,709.73
9/15/2026	THERMO KING OF DALLAS LLC	CONTRACTED MAINTENANCE AND REP	829.16
9/15/2026	TRIMARK USA LLC	CONTRACTED MAINTENANCE AND REP	391.50
9/17/2026	KLEMENT DISTRIBUTION, INC.	FOOD	4,231.78
9/17/2026	LABATT FOOD SERVICE	FOOD	90,034.75
9/17/2026	LABATT FOOD SERVICE	INVENTORY - WAREHOUSE SUPPLIES	3,440.82
9/17/2026	LABATT FOOD SERVICE	NON-FOOD	5,750.87
9/17/2026	OAK FARMS, DAIRY FARMERS OF	FOOD	106,833.81
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	MISCELLANEOUS OPERATING COSTS	431.91
9/22/2026	BALDWIN, JERRY	DEFERRED REVENUE	5.35
9/22/2026	BAUGHMAN, TAMMY	DEFERRED REVENUE	6.05
9/22/2026	BENNETT, TIMOTHY	DEFERRED REVENUE	36.75
9/22/2026	DUBE, JEREMIAH	DEFERRED REVENUE	87.90
9/22/2026	FOLSOM, JESSICA	DEFERRED REVENUE	33.60
9/22/2026	GRAY, DAMEON	DEFERRED REVENUE	6.05
9/22/2026	HUGHES, JADE	DEFERRED REVENUE	10.00
9/22/2026	IMPERIAL BAG & PAPER CO LLC	INVENTORY - WAREHOUSE SUPPLIES	18,323.20
9/22/2026	JOHNSON, ESTHER	DEFERRED REVENUE	6.80
9/22/2026	JOHNSON, KRIS	DEFERRED REVENUE	74.50
9/22/2026	KLEMENT DISTRIBUTION, INC.	FOOD	5,533.26
9/22/2026	LABATT FOOD SERVICE	FOOD	161,847.56
9/22/2026	LABATT FOOD SERVICE	INVENTORY - WAREHOUSE SUPPLIES	1,615.43
9/22/2026	LABATT FOOD SERVICE	NON-FOOD	10,879.29
9/22/2026	LUKE, RICHARD	DEFERRED REVENUE	12.05
9/22/2026	MORALES, LEE-SEREY	DEFERRED REVENUE	0.60
9/22/2026	MORRIS, TERINESHA	DEFERRED REVENUE	12.00
9/22/2026	OAK FARMS, DAIRY FARMERS OF	FOOD	11,648.05
9/22/2026	OBONDI, EDNAH	DEFERRED REVENUE	9.35
9/22/2026	OKAFOR, OBIORA	DEFERRED REVENUE	9.40
9/22/2026	OQUENDO, BRENDA	DEFERRED REVENUE	12.35
9/22/2026	PILGRIM'S PRIDE CORPORATION	INVENTORY - WAREHOUSE SUPPLIES	37,293.78
9/22/2026	PREWITT, RYAN	DEFERRED REVENUE	13.25
9/22/2026	RIVERA, CYNTHIA	DEFERRED REVENUE	20.00
9/22/2026	ROBERTS, LANTIS	DEFERRED REVENUE	34.50
9/22/2026	SAM TELL AND SON, INC	INVENTORY - WAREHOUSE SUPPLIES	2,187.00
9/22/2026	SHERMAN, VERONICA	DEFERRED REVENUE	8.60
9/22/2026	SMART MOUTH FOODS, BULLS EYE BRAND	FOOD	2,817.90
9/22/2026	TALAFUSE, MOLLY	DEFERRED REVENUE	9.25
9/22/2026	TAPIA, ULISES	DEFERRED REVENUE	9.25
9/22/2026	TRUONG, NGHIA	DEFERRED REVENUE	51.15
9/22/2026	TYSON FOODS, INC	INVENTORY - WAREHOUSE SUPPLIES	46,919.76
9/22/2026	WILLIAMS, SARAH	DEFERRED REVENUE	20.00
9/24/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	139.90
9/24/2026	ASIAN FOOD SOLUTIONS, INTLFOODSOLUTIC	INVENTORY - WAREHOUSE SUPPLIES	64,886.40
9/24/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	825.00
9/24/2026	KLEMENT DISTRIBUTION, INC.	FOOD	704.12
9/24/2026	LABATT FOOD SERVICE	FOOD	51,991.97
9/24/2026	LABATT FOOD SERVICE	NON-FOOD	4,509.16
9/24/2026	OAK FARMS, DAIRY FARMERS OF	FOOD	62,913.05

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
240 - CHILD NUTRITION FUND			
9/24/2026	SMART MOUTH FOODS, BULLS EYE BRAND	FOOD	8,295.13
9/29/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	-139.90
9/29/2026	AMAZON CAPITAL SERVICES INC	OTHER SUPPLIES FOR M&O	215.20
9/29/2026	AUTO-CHLOR SERVICES, LLC.	INVENTORY - WAREHOUSE SUPPLIES	4,295.75
9/29/2026	IMPERIAL BAG & PAPER CO LLC	INVENTORY - WAREHOUSE SUPPLIES	8,121.36
9/29/2026	KLEMENT DISTRIBUTION, INC.	FOOD	4,641.47
9/29/2026	LABATT FOOD SERVICE	FOOD	75,434.48
9/29/2026	LABATT FOOD SERVICE	INVENTORY - WAREHOUSE SUPPLIES	2,118.41
9/29/2026	LABATT FOOD SERVICE	NON-FOOD	4,444.27
9/29/2026	OAK FARMS, DAIRY FARMERS OF	FOOD	107,123.16
9/29/2026	SMART MOUTH FOODS, BULLS EYE BRAND	FOOD	5,952.94
		240 - CHILD NUTRITION FUND	**1,533,825.33**
242 - SUMMER FEEDING TDA			
9/4/2026	TRS	TEACHER RETIREMENT	298.11
		242 - SUMMER FEEDING TDA	**298.11**
244 - CAREER & TECHNOLOGY BASIC GRAN			
9/4/2026	TRS	TEACHER RETIREMENT	778.08
9/15/2026	2TEN MARKETING, LLC, JACLYN BUSTOS	MISCELLANEOUSCONTRACTED SERVIC	3,299.00
9/29/2026	GRAINGER	GENERAL SUPPLIES	5,816.85
		244 - CAREER & TECHNOLOGY BASIC (	**9,893.93**
255 - TITLE II, PART A: TEA/PRIN TRA			
9/4/2026	TRS	TEACHER RETIREMENT	4,549.76
9/17/2026	STATE AND FEDERAL EDUCATIONAL SERVICE	MISCELLANEOUSCONTRACTED SERVIC	48.25
9/24/2026	LEAD4WARD, LLC	MISCELLANEOUSCONTRACTED SERVIC	2,750.00
		255 - TITLE II, PART A: TEA/PRIN TRA	**7,348.01**
265 - 21ST CENTURY GRANT			
9/4/2026	TRS	TEACHER RETIREMENT	341.74
		265 - 21ST CENTURY GRANT	**341.74**
289 - LEP PROGRAM			
9/3/2026	CAPTURING KIDS HEARTS, FLIPPEN GROUP	MISCELLANEOUSCONTRACTED SERVIC	25,500.00
9/4/2026	TRS	TEACHER RETIREMENT	1,119.69
9/17/2026	STATE AND FEDERAL EDUCATIONAL SERVICE	MISCELLANEOUSCONTRACTED SERVIC	16.75
9/22/2026	CAPTURING KIDS HEARTS, FLIPPEN GROUP	MISCELLANEOUSCONTRACTED SERVIC	18,000.00
9/22/2026	IXL LEARNING, INC	SOFTWARE SUBSCRIPTIONS	2,570.00
9/29/2026	IXL LEARNING, INC	SOFTWARE SUBSCRIPTIONS	8,275.00
		289 - LEP PROGRAM	**55,481.44**
410 - STATE TEXTBOOK FUND			
9/1/2026	MPS INC - MACMILLAN HOLDINGS LLC, HOLTZ	TEXTBOOKS	12,896.00
		410 - STATE TEXTBOOK FUND	**12,896.00**
429 - MISC STATE GRANTS			
9/15/2026	TEXAS ASSOC OF PROPERTY AND EVIDENCE	TRAVEL,TRAINING & SUBSISTENCE	350.00
		429 - MISC STATE GRANTS	**350.00**
461 - CAMPUS ACTIVITY FUND			
9/1/2026	ACP DIRECT	GENERAL SUPPLIES	244.70
9/1/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	2,303.42

MANSFIELD INDEPENDENT SCHOOL DISTRICT
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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
461 - CAMPUS ACTIVITY FUND			
9/1/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	150.48
9/1/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	70.18
9/1/2026	AWARD CENTER	MISCELLANEOUS OPERATING COSTS	36.29
9/1/2026	FRANKLIN, MALLORY	TRAVEL,TRAINING & SUBSISTENCE	0.00
9/1/2026	IXL LEARNING, INC	SOFTWARE SUBSCRIPTIONS	587.50
9/1/2026	LOWE'S COMPANIES, INC	GENERAL SUPPLIES	93.23
9/1/2026	MOBILE COMMUNICATIONS AMERICA INC	GENERAL SUPPLIES	2,308.00
9/1/2026	RANGERS BASEBALL LLC, REV ENTERTAINMI	TRAVEL AND SUBSISTENCE - STUDE	1,104.40
9/1/2026	SCHOOL HEALTH CORPORATION	GENERAL SUPPLIES	2,954.56
9/1/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	53.42
9/1/2026	SECURED MOBILITY LLC, MICHAEL P LARANA	GENERAL SUPPLIES	7,616.31
9/1/2026	SMITH, MICHAEL	TRAVEL,TRAINING & SUBSISTENCE	85.46
9/1/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	551.50
9/1/2026	VAN COUNTRY LLC	DEFERRED EXPENDITURES/EXPENSES	0.00
9/1/2026	VAN COUNTRY LLC	TRAVEL AND SUBSISTENCE - STUDE	3,800.80
9/3/2026	ACCUTRAIN CORPORATION	DEFERRED EXPENDITURES/EXPENSES	0.00
9/3/2026	ACCUTRAIN CORPORATION	MISCELLANEOUSCONTRACTED SERVIC	-7,150.00
9/3/2026	ACCUTRAIN PD LLC	DEFERRED EXPENDITURES/EXPENSES	0.00
9/3/2026	ACCUTRAIN PD LLC	MISCELLANEOUSCONTRACTED SERVIC	7,150.00
9/3/2026	AIRGAS NATIONAL CARBONATION	MISCELLANEOUSCONTRACTED SERVIC	81.34
9/3/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	4,416.17
9/3/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	671.14
9/3/2026	BURTON, MEGAN	TRAVEL,TRAINING & SUBSISTENCE	200.00
9/3/2026	CAMPBELL, DYANN	MISCELLANEOUS OPERATING COSTS	100.00
9/3/2026	GOPHER PERFORMANCE	GENERAL SUPPLIES	67.80
9/3/2026	JOHN BUNKER SANDS WETLAND CENTER, IN	TRAVEL AND SUBSISTENCE - STUDE	125.00
9/3/2026	MOBILE COMMUNICATIONS AMERICA INC	CONTRACTED MAINTENANCE AND REP	60.00
9/3/2026	MOBILE COMMUNICATIONS AMERICA INC	GENERAL SUPPLIES	1,431.00
9/3/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	548.17
9/3/2026	SECURED MOBILITY LLC, MICHAEL P LARANA	GENERAL SUPPLIES	302.70
9/3/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	193.80
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	DEFERRED EXPENDITURES/EXPENSES	0.00
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	GENERAL SUPPLIES	133.02
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	REFRESHMENTS/FOOD FOR MEETINGS	990.49
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	TRAVEL AND SUBSISTENCE - STUDE	8,502.51
9/4/2026	TRS	TEACHER RETIREMENT	19.09
9/8/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	2,251.36
9/8/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	255.21
9/8/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	92.21
9/8/2026	BOUTWELL, RYAN	TRAVEL,TRAINING & SUBSISTENCE	151.70
9/8/2026	ELLIS COUNTY MUSIC CENTER, INC	CONTRACTED MAINTENANCE AND REP	75.00
9/8/2026	ELSAMRA, SARAH	TRAVEL,TRAINING & SUBSISTENCE	60.00
9/8/2026	LAMAR HIGH SCHOOL VOLLEYBALL BOOSTEI	TRAVEL AND SUBSISTENCE - STUDE	375.00
9/8/2026	ORIENTAL TRADING COMPANY, INC	GENERAL SUPPLIES	129.14
9/8/2026	ORIENTAL TRADING COMPANY, INC	MISCELLANEOUS OPERATING COSTS	164.81
9/8/2026	SECURED MOBILITY LLC, MICHAEL P LARANA	GENERAL SUPPLIES	9,764.01
9/8/2026	SKYWAY CHARTERS LLC	TRAVEL AND SUBSISTENCE - STUDE	6,700.00
9/8/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	125.02
9/10/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	496.22
9/10/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	736.54
9/10/2026	BMP RACKMOUNT SOLUTIONS LLC	GENERAL SUPPLIES	2,375.00
9/10/2026	COLEMAN, JACODY	TRAVEL,TRAINING & SUBSISTENCE	20.00
9/10/2026	DECKER EQUIPMENT	GENERAL SUPPLIES	101.95
9/10/2026	JOSTENS, INC	MISCELLANEOUS OPERATING COSTS	1,269.44
9/10/2026	MAIN EVENT ENTERTAINMENT, INC	TRAVEL AND SUBSISTENCE - STUDE	2,174.24

MANSFIELD INDEPENDENT SCHOOL DISTRICT
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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
461 - CAMPUS ACTIVITY FUND			
9/10/2026	ORIENTAL TRADING COMPANY, INC	GENERAL SUPPLIES	149.12
9/10/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	20.17
9/10/2026	SECURED MOBILITY LLC, MICHAEL P LARANA	GENERAL SUPPLIES	717.74
9/10/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	260.04
9/15/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,832.51
9/15/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	447.60
9/15/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	48.78
9/15/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	49.90
9/15/2026	B&B COMMERCIAL PRINTING, KENNETH BUR(	MISCELLANEOUSCONTRACTED SERVIC	147.00
9/15/2026	BOLDER ONE, LLC	TRAVEL AND SUBSISTENCE - STUDE	1,432.89
9/15/2026	BSN SPORTS LLC	GENERAL SUPPLIES	5,236.40
9/15/2026	CITY OF MANSFIELD PARKS & RECREATION, I	TRAVEL AND SUBSISTENCE - STUDE	75.00
9/15/2026	GOT SPIRIT LLC	GENERAL SUPPLIES	2,091.00
9/15/2026	OBAI, NAOMI	OTHER REVENUES FROM LOCAL SOUR	27.00
9/15/2026	PROGRESS LEARNING LLC	SOFTWARE SUBSCRIPTIONS	3,323.75
9/15/2026	REES, KELLY	OTHER REVENUES FROM LOCAL SOUR	100.00
9/15/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	1,185.00
9/15/2026	SECURED MOBILITY LLC, MICHAEL P LARANA	GENERAL SUPPLIES	507.22
9/15/2026	SMITH, KIWANA	OTHER REVENUES FROM LOCAL SOUR	100.00
9/15/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	96.25
9/17/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	773.70
9/17/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	24.88
9/17/2026	APPLE INC.	GENERAL SUPPLIES	89.90
9/17/2026	APPLE INC.	TECHNOLOGY EQUIPMNT<$10000	2,271.80
9/17/2026	ARBITERSPORTS LLC, SUBSCRIPTION	DEFERRED EXPENDITURES/EXPENSES	0.00
9/17/2026	ARBITERSPORTS LLC, SUBSCRIPTION	SOFTWARE SUBSCRIPTIONS	2,500.00
9/17/2026	ARLINGTON SKATIUM	MISCELLANEOUSCONTRACTED SERVIC	400.00
9/17/2026	B&H PHOTO-VIDEO-PRO-AUDIO	GENERAL SUPPLIES	993.02
9/17/2026	B&H PHOTO-VIDEO-PRO-AUDIO	SOFTWARE SUBSCRIPTIONS	0.00
9/17/2026	BEN E. KEITH COMPANY	REFRESHMENTS/FOOD FOR MEETINGS	3,515.89
9/17/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	19.99
9/17/2026	CICI'S PIZZA #412 WALNUT CREEK	REFRESHMENTS/FOOD FOR MEETINGS	105.00
9/17/2026	COCA-COLA SOUTHWEST BEVERAGES LLC	REFRESHMENTS/FOOD FOR MEETINGS	23,460.90
9/17/2026	DEMCO INC	GENERAL SUPPLIES	108.10
9/17/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	241.64
9/17/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	0.00
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	GENERAL SUPPLIES	537.38
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	MISCELLANEOUS OPERATING COSTS	552.57
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	REFRESHMENTS/FOOD FOR MEETINGS	3,737.12
9/22/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	2,378.71
9/22/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	214.98
9/22/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	26.81
9/22/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	616.32
9/22/2026	BEN E. KEITH COMPANY	REFRESHMENTS/FOOD FOR MEETINGS	13,314.59
9/22/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	243.95
9/22/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	417.84
9/22/2026	GAME ONE, CARDINAL'S SPOR	GENERAL SUPPLIES	4,815.86
9/22/2026	GENUINE PARTS COMPANY-NAPA	GENERAL SUPPLIES	418.27
9/22/2026	GRAHAM BASS WORKS LLC, DAVID GRAHAM	CONTRACTED MAINTENANCE AND REP	276.00
9/22/2026	GRAINGER	GENERAL SUPPLIES	526.47
9/22/2026	IXL LEARNING, INC	SOFTWARE SUBSCRIPTIONS	4,218.75
9/22/2026	MAKER MAVEN, LLC	GENERAL SUPPLIES	249.00
9/22/2026	PRIDE OF TEXAS MUSIC FESTIVALS	TRAVEL AND SUBSISTENCE - STUDE	165.00
9/22/2026	TRINITY CERAMIC SUPPLY, INC	GENERAL SUPPLIES	127.50
9/22/2026	ULINE	FURNITURE<$10,000	2,253.36

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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
461 - CAMPUS ACTIVITY FUND			
9/22/2026	ULINE	GENERAL SUPPLIES	72.00
9/22/2026	UNIVERSITY OF TEXAS AT ARLINGTON, PLANI	TRAVEL AND SUBSISTENCE - STUDE	1,072.00
9/24/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	3,587.80
9/24/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	450.80
9/24/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	140.08
9/24/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	107.82
9/24/2026	APPLE INC.	COMPUTER SOFTWARE	238.00
9/24/2026	APPLE INC.	TECHNOLOGY EQUIPMNT<$10000	1,098.00
9/24/2026	BEN E. KEITH COMPANY	REFRESHMENTS/FOOD FOR MEETINGS	4,919.08
9/24/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	481.73
9/24/2026	BRITTAIN, BROOKE	TRAVEL,TRAINING & SUBSISTENCE	480.00
9/24/2026	COCA-COLA SOUTHWEST BEVERAGES LLC	REFRESHMENTS/FOOD FOR MEETINGS	11,088.37
9/24/2026	DALEN, JENNIFER	MISCELLANEOUS OPERATING COSTS	50.00
9/24/2026	DANSER, DOUGLAS	TRAVEL,TRAINING & SUBSISTENCE	85.00
9/24/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	491.69
9/24/2026	GENUINE PARTS COMPANY-NAPA	GENERAL SUPPLIES	302.64
9/24/2026	MINUTEMAN PRESS, INCUBATIVE STRA	GENERAL SUPPLIES	0.00
9/24/2026	MOBILE COMMUNICATIONS AMERICA INC	GENERAL SUPPLIES	350.00
9/24/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	3,465.79
9/24/2026	SECURED MOBILITY LLC, MICHAEL P LARANA	GENERAL SUPPLIES	1,091.80
9/24/2026	TMEA REGION 5 ORCHESTRA HS	TRAVEL AND SUBSISTENCE - STUDE	162.00
9/29/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,606.71
9/29/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	349.26
9/29/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	9.99
9/29/2026	AMERICAN CONCEPTS, SW ATHLETICS, INC	MISCELLANEOUS OPERATING COSTS	12,848.94
9/29/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	79.30
9/29/2026	BLICK ART MATERIALS,LLC	MISCELLANEOUS OPERATING COSTS	74.66
9/29/2026	COUNTRY CRITTERS	TRAVEL AND SUBSISTENCE - STUDE	1,000.00
9/29/2026	GANDY INK	MISCELLANEOUS OPERATING COSTS	2,440.00
9/29/2026	GENUINE PARTS COMPANY-NAPA	GENERAL SUPPLIES	127.46
9/29/2026	HALL, CHANNON	TRAVEL,TRAINING & SUBSISTENCE	150.00
9/29/2026	HARLAND CLARKE CORP.	GENERAL SUPPLIES	359.62
9/29/2026	KEENE ISD	TRAVEL AND SUBSISTENCE - STUDE	275.00
9/29/2026	MOBILE COMMUNICATIONS AMERICA INC	CONTRACTED MAINTENANCE AND REP	120.00
9/29/2026	MOBILE COMMUNICATIONS AMERICA INC	GENERAL SUPPLIES	2,862.00
9/29/2026	SCHOLASTIC INC	MISCELLANEOUS OPERATING COSTS	2,468.38
9/29/2026	SCRIPPS NATIONAL SPELLING BEE	GENERAL SUPPLIES	7.50
9/29/2026	SCRIPPS NATIONAL SPELLING BEE	MISCELLANEOUS OPERATING COSTS	199.00
9/29/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	337.74
9/29/2026	STAPLES ADVANTAGE	MISCELLANEOUS OPERATING COSTS	43.46
9/30/2026	HARLAND CLARKE CORP.	GENERAL SUPPLIES	179.81
		461 - CAMPUS ACTIVITY FUND	**209,835.43**
492 - FALL 2011 EDUCATION FOUND GRAN			
9/3/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	72.74
9/8/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	92.27
9/15/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	82.29
		492 - FALL 2011 EDUCATION FOUND GR	**247.30**
599 - DEBT SERVICE FUND			
9/1/2026	UMB BANK, N.A.	OTHER DEBT SERVICE FEES	530.00
9/22/2026	UMB BANK, N.A.	OTHER DEBT SERVICE FEES	530.00
		599 - DEBT SERVICE FUND	**1,060.00**

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DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
617 - 2017 BOND PROGRAM			
9/8/2026	LONE STAR FURNISHINGS, LLC	FURNITURE<$10,000	53,883.27
9/8/2026	LONE STAR FURNISHINGS, LLC	MISCELLANEOUSCONTRACTED SERVIC	5,190.41
9/29/2026	BUSINESS INTERIORS	FURNITURE<$10,000	6,492.75
		617 - 2017 BOND PROGRAM	**65,566.43**
624 - 2024 BOND PROGRAM			
9/1/2026	AUTHERS BUILDING GROUP LLC	BUILDING PURCHASE, CONSTRUCTIO	2,755,310.60
9/1/2026	FIELD DOTS, LLC	CONTRACTED MAINTENANCE AND REP	8,696.00
9/1/2026	NEXTGEN SECURITY LLC	BUILDING PURCHASE, CONSTRUCTIO	-22,187.90
9/1/2026	NEXTGEN SECURITY LLC	FURNITURE, EQUIPMENT & SOFTWAR	18,118.21
9/1/2026	NEXTGEN SECURITY LLC	INSURANCE AND BONDING COSTS	-39,937.53
9/1/2026	NEXTGEN SECURITY LLC	MISCELLANEOUSCONTRACTED SERVIC	281,984.82
9/1/2026	NEXTGEN SECURITY LLC	SOFTWARE SUBSCRIPTIONS	-150,729.93
9/1/2026	NEXTGEN SECURITY LLC	TECHNOLOGY EQUIPMNT<$10000	366,891.56
9/1/2026	UES PROFESSIONAL SOLUTIONS 44, ALPHA T	BUILDING PURCHASE, CONSTRUCTIO	28,008.75
9/4/2026	TRS	TEACHER RETIREMENT	1,664.28
9/8/2026	BANNISTER ENGINEERING LLC	BUILDING PURCHASE, CONSTRUCTIO	4,000.00
9/8/2026	BUSINESS INTERIORS	MISCELLANEOUSCONTRACTED SERVIC	2,995.00
9/8/2026	CDW GOVERNMENT	GENERAL SUPPLIES	125.19
9/8/2026	CORE CONSTRUCTION SERVICES OF TEXAS	BUILDING PURCHASE, CONSTRUCTIO	5,383,390.12
9/8/2026	DURO-LAST, AMRIZE BUILDING	BUILDING PURCHASE, CONSTRUCTIO	784,804.65
9/8/2026	H2O MOBILE WASH, TOMMY WILLIFORD	MISCELLANEOUSCONTRACTED SERVIC	2,500.00
9/8/2026	NORTH TEXAS FIRE LLC	MISCELLANEOUSCONTRACTED SERVIC	264.00
9/8/2026	OPERATOR XR LLC	GENERAL SUPPLIES	12,000.00
9/8/2026	RABA KISTNER INC	BUILDING PURCHASE, CONSTRUCTIO	6,550.96
9/8/2026	REEDER GENERAL CONTRACTORS, INC.	BUILDING PURCHASE, CONSTRUCTIO	2,427,672.45
9/8/2026	UES PROFESSIONAL SOLUTIONS 44, ALPHA T	BUILDING PURCHASE, CONSTRUCTIO	17,551.00
9/10/2026	AUTHERS BUILDING GROUP LLC	BUILDING PURCHASE, CONSTRUCTIO	1,160,515.40
9/10/2026	CORE CONSTRUCTION SERVICES OF TEXAS	BUILDING PURCHASE, CONSTRUCTIO	1,097,775.19
9/10/2026	REEDER GENERAL CONTRACTORS, INC.	BUILDING PURCHASE, CONSTRUCTIO	933,683.70
9/15/2026	HUCKABEE AND ASSOCIATES, INC	BUILDING PURCHASE, CONSTRUCTIO	748,835.32
9/15/2026	POST L GROUP LLC	BUILDING PURCHASE, CONSTRUCTIO	1,450,607.97
9/15/2026	REEDER GENERAL CONTRACTORS, INC.	BUILDING PURCHASE, CONSTRUCTIO	51,207.64
9/15/2026	SWEETWATER SOUND LLC	FURNITURE<$10,000	17,803.80
9/15/2026	UES PROFESSIONAL SOLUTIONS 44, ALPHA T	BUILDING PURCHASE, CONSTRUCTIO	13,531.50
9/17/2026	BAKER, TRISTAN	TRAVEL,TRAINING & SUBSISTENCE	147.68
9/17/2026	BARKER, GEORGE	TRAVEL,TRAINING & SUBSISTENCE	136.29
9/17/2026	BECKLER, LACY	TRAVEL,TRAINING & SUBSISTENCE	188.85
9/17/2026	LEE LEWIS CONSTRUCTION, INC	BUILDING PURCHASE, CONSTRUCTIO	7,521,461.25
9/17/2026	MORRISON, MADELIN	TRAVEL,TRAINING & SUBSISTENCE	26.43
9/17/2026	SWEETWATER SOUND LLC	FURNITURE<$10,000	2,967.30
9/17/2026	THE CHRISTMAN COMPANY	LAND PURCHASE AND IMPROVEMENT	14,877.00
9/24/2026	LEE LEWIS CONSTRUCTION, INC	BUILDING PURCHASE, CONSTRUCTIO	339,565.70
9/24/2026	RUSS BASSETT CORP	FURNITURE<$10,000	14,103.66
9/24/2026	RUSS BASSETT CORP	MISCELLANEOUSCONTRACTED SERVIC	2,737.50
9/29/2026	BANNISTER ENGINEERING LLC	BUILDING PURCHASE, CONSTRUCTIO	3,000.00
9/29/2026	CORE CONSTRUCTION SERVICES OF TEXAS	BUILDING PURCHASE, CONSTRUCTIO	2,973,675.80
9/29/2026	DURO-LAST, AMRIZE BUILDING	BUILDING PURCHASE, CONSTRUCTIO	415,318.74
9/29/2026	INTERSPEC, LLC	OTHER EQUIPMNT<$10000	7,108.46
9/29/2026	NORTH TEXAS FIRE LLC	MISCELLANEOUSCONTRACTED SERVIC	264.00
9/29/2026	REEDER GENERAL CONTRACTORS, INC.	BUILDING PURCHASE, CONSTRUCTIO	3,179,571.87
9/29/2026	THE CHRISTMAN COMPANY	BUILDING PURCHASE, CONSTRUCTIO	1,278,912.74
9/29/2026	TRANE, ACCT #8162331	OTHER EQUIPMNT<$10000	6,279.84
9/29/2026	UES PROFESSIONAL SOLUTIONS 44, ALPHA T	BUILDING PURCHASE, CONSTRUCTIO	4,359.00

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
		624 - 2024 BOND PROGRAM	**33,128,334.86**

711 - OUT OF SCHOOL PROGRAMS-QUEST

9/1/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	58.43
9/1/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	14.20
9/1/2026	APPLE INC.	TECHNOLOGY EQUIPMNT<$10000	890.00
9/1/2026	WESTERN - BRW PAPER CO, OVOL USA	GENERAL SUPPLIES	43.20
9/3/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	315.20
9/4/2026	TRS	TEACHER RETIREMENT	3,798.59
9/8/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	727.57
9/10/2026	AMAZON CAPITAL SERVICES INC	FURNITURE<$10,000	16.12
9/10/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,087.84
9/15/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	898.85
9/15/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	7.99
9/17/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	171.60
9/17/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	0.00
9/17/2026	APPLE INC.	TECHNOLOGY EQUIPMNT<$10000	9,274.00
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	REFRESHMENTS/FOOD FOR MEETINGS	308.68
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	TRAVEL,TRAINING & SUBSISTENCE	525.00
9/22/2026	APPLE INC.	TECHNOLOGY EQUIPMNT<$10000	4,659.50
9/22/2026	CDW GOVERNMENT	TECHNOLOGY EQUIPMNT<$10000	2,417.70
9/22/2026	DREAM RANCH OFFICE SUPPLIES	GENERAL SUPPLIES	337.62
9/22/2026	GOT SPIRIT LLC	GENERAL SUPPLIES	595.50
9/22/2026	MOBILE COMMUNICATIONS AMERICA INC	GENERAL SUPPLIES	1,431.00
9/22/2026	TX HEALTH & HUMAN SVCS COMMISSION	MISCELLANEOUS OPERATING COSTS	10.00
9/24/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,103.25
9/24/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	186.67
9/24/2026	AMAZON CAPITAL SERVICES INC	READING/REF MATERIALS/DATABASE	34.37
9/24/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	228.82
9/24/2026	MINUTEMAN PRESS, INCUBATIVE STRA	MISCELLANEOUSCONTRACTED SERVIC	0.00
9/29/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,222.46
9/29/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	41.16
9/29/2026	AMAZON CAPITAL SERVICES INC	REFRESHMENTS/FOOD FOR MEETINGS	11.28
9/29/2026	FLYING SQUIRREL COFFEE COMPANY	REFRESHMENTS/FOOD FOR MEETINGS	100.00
		711 - OUT OF SCHOOL PROGRAMS-QU	**30,516.60**

712 - NATATORIUM

9/1/2026	RELIANT METRO CARBONATION, LLC	GENERAL SUPPLIES	231.83
9/3/2026	FRONTIER WASTE SOLUTIONS, FRONTIER AC	UTILITIES - TRASH	386.21
9/3/2026	LENNOX INDUSTRIES INC	GENERAL SUPPLIES	480.00
9/3/2026	LOWE'S COMPANIES, INC	GENERAL SUPPLIES	110.96
9/4/2026	TRS	TEACHER RETIREMENT	523.08
9/8/2026	CITY OF MANSFIELD, UTILITIES	UTILITIES - WATER	2,857.02
9/8/2026	D & J SPORTS	GENERAL SUPPLIES	684.00
9/8/2026	RELIANT METRO CARBONATION, LLC	GENERAL SUPPLIES	264.60
9/8/2026	SPRINGBOARDS AND MORE	FURNITURE, EQUIPMENT & SOFTWAR	563.95
9/10/2026	REPUBLIC SERVICES INC	UTILITIES - TRASH	369.08
9/15/2026	RELIANT METRO CARBONATION, LLC	GENERAL SUPPLIES	237.00
9/17/2026	ATMOS ENERGY	UTILITIES - GAS	5,548.58
9/17/2026	QUALITY SOUND AND COMMUNICATIONS INC	MISCELLANEOUSCONTRACTED SERVIC	475.00
9/17/2026	QUALITY SOUND AND COMMUNICATIONS INC	OTHER EQUIPMNT<$10000	7,761.00
9/22/2026	PVS MINIBULK INC	GENERAL SUPPLIES	3,152.86
9/22/2026	RELIANT METRO CARBONATION, LLC	GENERAL SUPPLIES	288.75
9/22/2026	SPRINGBOARDS AND MORE	FURNITURE, EQUIPMENT & SOFTWAR	7,404.00
9/24/2026	LESLIE'S SWIMMING POOL SUPPLIES	GENERAL SUPPLIES	245.98
9/24/2026	LOWE'S COMPANIES, INC	FURNITURE<$10,000	298.40

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
712 - NATATORIUM			
9/24/2026	MCMILLAN JAMES EQUIPMENT COMPANY LP	CONTRACTED MAINTENANCE AND REP	1,800.00
9/24/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	169.98
9/24/2026	TXU ENERGY RETAIL COMPANY LLC, VISTRA	UTILITIES - ELECTRICITY	13,324.77
9/29/2026	CITY OF RICHARDSON SWIM TEAM (COR)	MISCELLANEOUS OPERATING COSTS	936.00
9/29/2026	MID-CITIES ARLINGTON SWIMMING	MISCELLANEOUS OPERATING COSTS	2,988.00
9/29/2026	RELIANT METRO CARBONATION, LLC	GENERAL SUPPLIES	272.88
9/29/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	45.06
		712 - NATATORIUM	**51,418.99**
826 - UIL/DEC			
9/1/2026	FASTSIGNS 10303	MISCELLANEOUSCONTRACTED SERVIC	176.79
		826 - UIL/DEC	**176.79**
865 - STUDENT ACTIVITY FUND			
9/1/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	13.16
9/1/2026	BEN E. KEITH COMPANY	MISCELLANEOUS OPERATING COSTS	478.26
9/1/2026	MR JIMS PIZZA	DEFERRED EXPENDITURES/EXPENSES	0.00
9/1/2026	MR JIMS PIZZA	MISCELLANEOUS OPERATING COSTS	149.85
9/1/2026	MR JIM'S PIZZA OF MANSFIELD, CYR-IOUS HC	MISCELLANEOUS OPERATING COSTS	824.09
9/1/2026	SCHOOL MATE	GENERAL SUPPLIES	853.43
9/1/2026	SCHOOL SPECIALTY, LLC	GENERAL SUPPLIES	712.25
9/1/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	1,179.36
9/3/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	910.00
9/3/2026	BEN E. KEITH COMPANY	GENERAL SUPPLIES	139.33
9/3/2026	BEN E. KEITH COMPANY	MISCELLANEOUS OPERATING COSTS	396.44
9/3/2026	CICI'S PIZZA #412 WALNUT CREEK	MISCELLANEOUS OPERATING COSTS	76.00
9/3/2026	GANDY INK	MISCELLANEOUS OPERATING COSTS	1,856.10
9/3/2026	JASON'S DELI, MANSFIELD	MISCELLANEOUS OPERATING COSTS	186.62
9/3/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	179.76
9/3/2026	TEXAS ASSOC OF STUDENT COUNCILS	MISCELLANEOUS OPERATING COSTS	110.00
9/3/2026	TEXAS THESPIANS	MISCELLANEOUS OPERATING COSTS	200.00
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	DEFERRED EXPENDITURES/EXPENSES	0.00
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	GENERAL SUPPLIES	156.76
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	MISCELLANEOUS OPERATING COSTS	462.68
9/8/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,130.05
9/8/2026	PEPWEAR, LLC	GENERAL SUPPLIES	2,756.36
9/8/2026	SPIRIT OF TEXAS CHEER AND GYMNASTICS	MISCELLANEOUSCONTRACTED SERVIC	3,900.00
9/10/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	197.00
9/10/2026	FOUNTAIN DESIGNS	MISCELLANEOUSCONTRACTED SERVIC	2,639.70
9/10/2026	GOT SPIRIT LLC	DEFERRED EXPENDITURES/EXPENSES	0.00
9/10/2026	GOT SPIRIT LLC	MISCELLANEOUS OPERATING COSTS	4,235.50
9/10/2026	MR JIMS PIZZA	DEFERRED EXPENDITURES/EXPENSES	0.00
9/10/2026	MR JIMS PIZZA	MISCELLANEOUS OPERATING COSTS	-149.85
9/10/2026	MR JIM'S PIZZA OF MANSFIELD, CYR-IOUS HC	DEFERRED EXPENDITURES/EXPENSES	0.00
9/10/2026	MR JIM'S PIZZA OF MANSFIELD, CYR-IOUS HC	MISCELLANEOUS OPERATING COSTS	149.85
9/10/2026	ODP BUSINESS SOLUTIONS LLC, OFFICE DEF	GENERAL SUPPLIES	506.97
9/10/2026	SOUTHWEST APPAREL & ACC	GENERAL SUPPLIES	709.75
9/10/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	125.00
9/15/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	1,155.97
9/15/2026	BROADWAY DALLAS, INC.	MISCELLANEOUS OPERATING COSTS	300.00
9/15/2026	BULL MARKET PROMOTIONS LLC	GENERAL SUPPLIES	1,857.00
9/15/2026	DH EVENTS AND SUPPLY, ANNA REEVES	MISCELLANEOUSCONTRACTED SERVIC	250.00
9/15/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	41.61
9/15/2026	TEXAS ASSOC OF STUDENT COUNCILS	MISCELLANEOUS OPERATING COSTS	215.00
9/15/2026	TRINITY CERAMIC SUPPLY, INC	GENERAL SUPPLIES	132.50

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
865 - STUDENT ACTIVITY FUND			
9/15/2026	WALTERS HOSPITALITY, KRP, LP	MISCELLANEOUSCONTRACTED SERVIC	2,921.50
9/17/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	473.15
9/17/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	8.99
9/17/2026	BEN E. KEITH COMPANY	MISCELLANEOUS OPERATING COSTS	1,035.58
9/17/2026	BLICK ART MATERIALS,LLC	GENERAL SUPPLIES	821.15
9/17/2026	SMITH MEDIA COMPANY	MISCELLANEOUSCONTRACTED SERVIC	2,500.00
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	GENERAL SUPPLIES	201.90
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	MISCELLANEOUS OPERATING COSTS	1,746.88
9/22/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	24.74
9/22/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	287.42
9/22/2026	BEN E. KEITH COMPANY	MISCELLANEOUS OPERATING COSTS	321.01
9/22/2026	BROADWAY DALLAS, INC.	MISCELLANEOUS OPERATING COSTS	300.00
9/22/2026	CHICK-FIL-A #01021, N WALNUT CREEK	MISCELLANEOUS OPERATING COSTS	199.50
9/22/2026	DISTRIBUTIVE EDUCATION CLUBS OF AMERIC	MISCELLANEOUS OPERATING COSTS	190.00
9/22/2026	DRY CLEAN SUPER CENTER, JLN INVESTMEN	MISCELLANEOUSCONTRACTED SERVIC	2,063.38
9/22/2026	GOURMET WOOD PRODUCTS, INC	GENERAL SUPPLIES	660.00
9/22/2026	GOVCONNECTION INC	GENERAL SUPPLIES	2,744.45
9/22/2026	HARDIE'S FRESH FOODS, DAIRYLAND PRODU	MISCELLANEOUS OPERATING COSTS	407.43
9/22/2026	NATIONAL SCHOLASTIC PRESS ASSOCIATION	MISCELLANEOUS OPERATING COSTS	4,015.00
9/22/2026	REALLY GOOD STUFF, LLC	GENERAL SUPPLIES	28.50
9/22/2026	SPIRIT WORX	GENERAL SUPPLIES	278.01
9/22/2026	TEXAS THESPIANS	MISCELLANEOUS OPERATING COSTS	100.00
9/22/2026	TMEA REGION 5 VOCAL DIVISION HS	MISCELLANEOUS OPERATING COSTS	795.00
9/22/2026	WALNUT CREEK COUNTRY CLUB	MISCELLANEOUSCONTRACTED SERVIC	1,191.03
9/22/2026	WALTERS HOSPITALITY, KRP, LP	MISCELLANEOUSCONTRACTED SERVIC	1,600.00
9/24/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	20.97
9/24/2026	ARTA TRAVEL	MISCELLANEOUS OPERATING COSTS	1,145.00
9/24/2026	BEN E. KEITH COMPANY	MISCELLANEOUS OPERATING COSTS	405.05
9/24/2026	CASA MANANA, INC	MISCELLANEOUS OPERATING COSTS	1,050.00
9/24/2026	CDW GOVERNMENT	GENERAL SUPPLIES	723.54
9/24/2026	CHICK-FIL-A #03011, E BROAD STREET	MISCELLANEOUS OPERATING COSTS	1,254.50
9/24/2026	CITY OF MIDLOTHIAN	MISCELLANEOUSCONTRACTED SERVIC	1,000.00
9/24/2026	COCA-COLA SOUTHWEST BEVERAGES LLC	MISCELLANEOUS OPERATING COSTS	917.81
9/24/2026	NATIONAL SCHOLASTIC PRESS ASSOCIATION	MISCELLANEOUS OPERATING COSTS	129.00
9/24/2026	PEAK MUSIC FESTIVALS	MISCELLANEOUS OPERATING COSTS	750.00
9/24/2026	VISTAR	MISCELLANEOUS OPERATING COSTS	3,499.33
9/29/2026	AMAZON CAPITAL SERVICES INC	GENERAL SUPPLIES	198.19
9/29/2026	AMAZON CAPITAL SERVICES INC	MISCELLANEOUS OPERATING COSTS	221.14
9/29/2026	B&B COMMERCIAL PRINTING, KENNETH BUR	MISCELLANEOUSCONTRACTED SERVIC	250.00
9/29/2026	CHICK-FIL-A #01021, N WALNUT CREEK	MISCELLANEOUS OPERATING COSTS	399.00
9/29/2026	DISTRIBUTIVE EDUCATION CLUBS OF AMERIC	MISCELLANEOUS OPERATING COSTS	4,032.00
9/29/2026	GOT SPIRIT LLC	MISCELLANEOUS OPERATING COSTS	1,532.00
9/29/2026	NORTH EAST ISD	MISCELLANEOUS OPERATING COSTS	160.00
9/29/2026	STAPLES ADVANTAGE	GENERAL SUPPLIES	82.17
		865 - STUDENT ACTIVITY FUND	**71,720.82**
876 - CAMPUS SUNSHINE FUNDS			
9/3/2026	U.S. BANK NATIONAL ASSOCIATION	DUE TO OTHER	79.21
9/15/2026	AMAZON CAPITAL SERVICES INC	DUE TO OTHER	19.98
9/17/2026	U.S. BANK NATIONAL ASSOCIATION	DUE TO OTHER	201.01
9/22/2026	AMAZON CAPITAL SERVICES INC	DUE TO OTHER	92.73
9/24/2026	AMAZON CAPITAL SERVICES INC	DUE TO OTHER	46.00
9/29/2026	AMAZON CAPITAL SERVICES INC	DUE TO OTHER	43.42
		876 - CAMPUS SUNSHINE FUNDS	**482.35**

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
			40,955,630.16

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026

FUND	TOTAL
181 - ATHLETICS	334,174.00
195 - ADVERTISING	54,989.00
196 - SPECIAL OPERATING FUND	321.30
198 - CCMR	4,404.56
199 - GENERAL OPERATING	5,197,553.39
211 - ESEA TITLE I; IMPROVING BASIC	136,586.04
224 - IDEA-B FORMULA	47,397.91
225 - IDEA-B PRE-SCHOOL	409.83
240 - CHILD NUTRITION FUND	1,533,825.33
242 - SUMMER FEEDING TDA	298.11
244 - CAREER & TECHNOLOGY BASIC GRAN	9,893.93
255 - TITLE II, PART A: TEA/PRIN TRA	7,348.01
265 - 21ST CENTURY GRANT	341.74
289 - LEP PROGRAM	55,481.44
410 - STATE TEXTBOOK FUND	12,896.00
429 - MISC STATE GRANTS	350.00
461 - CAMPUS ACTIVITY FUND	209,835.43
492 - FALL 2011 EDUCATION FOUND GRAN	247.30
599 - DEBT SERVICE FUND	1,060.00
617 - 2017 BOND PROGRAM	65,566.43
624 - 2024 BOND PROGRAM	33,128,334.86
711 - OUT OF SCHOOL PROGRAMS-QUEST	30,516.60
712 - NATATORIUM	51,418.99
826 - UIL/DEC	176.79
865 - STUDENT ACTIVITY FUND	71,720.82
876 - CAMPUS SUNSHINE FUNDS	482.35
	40,955,630.16

Mansfield ISD

Payroll Check Summary Report

2026-27

		Check(s) Reported	Deposit(s) Reported	Contract Pay +	Other Pay +	Taxable Benefits +	Federal Tax Shelter Amt -	Gross Subject to Fed Tax =	Federal Tax -	State Tax -	Soc Sec Tax -	Other Deductions -	Reimbursed Deductions +	Taxable Benefits -	Net Pay =
Summary Totals	07/01-07/31/2026	28	6,306	22,957,640.50	2,495,382.47	0.00	3,633,348.98	21,819,673.99	1,516,413.36	0.00	349,843.49	753,227.50	0.00	0.00	19,200,189.64
Summary Totals	08/01-08/31/2026	35	5,488	23,143,579.28	2,032,029.81	0.00	3,608,025.89	21,567,583.20	1,561,403.87	0.00	346,272.08	768,066.77	0.00	0.00	18,891,840.48
Summary Totals	09/01-09/30/2026	84	6,389	23,847,569.76	3,400,201.86	0.00	3,957,276.43	23,290,495.19	1,656,300.53	0.00	373,473.31	824,433.50	0.00	0.00	20,436,287.85
Summary Totals	10/01-10/31/2026					0.00				0.00			0.00	0.00	
Summary Totals	11/01-11/30/2026					0.00				0.00			0.00	0.00	
Summary Totals	12/01/12/31/2026					0.00				0.00			0.00	0.00	
Summary Totals	01/01-01/31/2027					0.00				0.00			0.00	0.00	
Summary Totals	02/01-02/28/2027					0.00				0.00			0.00	0.00	
Summary Totals	03/01-03/31/2027					0.00				0.00			0.00	0.00	
Summary Totals	04/01-04/30/2027					0.00				0.00			0.00	0.00	
Summary Totals	05/01-05/31/2027					0.00				0.00			0.00	0.00	
Summary Totals	06/01-06/30/2027					0.00				0.00			0.00	0.00	
Summary Totals	**2026-27**	**147.00**	**18,183.00**	**69,948,789.54**	**7,927,614.14**	-	**11,198,651.30**	**66,677,752.38**	**4,734,117.76**	-	**1,069,588.88**	**2,345,727.77**	-	-	**58,528,317.97**

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026
Greater than $25,000

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
199 - GENERAL OPERATING			
9/1/2026	APPLE INC.	SOFTWARE SUBSCRIPTIONS	39,600.00
9/1/2026	NCS PEARSON, INC., CERTIPORT	MISCELLANEOUS OPERATING COSTS	45,900.00
9/1/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	54,143.91
9/3/2026	CAS-CLAIMS ADMINISTRATIVE SVCS	OTHER	111,686.37
9/3/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	63,737.68
9/4/2026	TRS	TEACHER RETIREMENT	898,032.06
9/8/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	62,980.84
9/8/2026	PITNEY BOWES BANK RESERVE ACCT, 28278	INVENTORY-POSTAGE	25,000.00
9/10/2026	ARLINGTON UTILITIES	UTILITIES - WATER	48,925.85
9/10/2026	BRIGHTLY SOFTWARE, INC.	SOFTWARE SUBSCRIPTIONS	31,428.56
9/15/2026	CENTRAL APPRAISAL DISTRICT OF JOHNSON	TAX APPRAISAL AND COLLECTION	85,533.16
9/15/2026	EDUCATIONAL SERVICE SOLUTIONS	CONTRACTED MAINTENANCE AND REP	31,692.00
9/15/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	68,824.10
9/17/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	38,656.22
9/22/2026	MEDHEALTH	MISCELLANEOUSCONTRACTED SERVIC	28,895.50
9/22/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	89,180.48
9/24/2026	CDW GOVERNMENT	SBITA PRINCIPAL PAYMENT	266,600.00
9/24/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	37,352.35
9/24/2026	REGION 11 ESC	EDUCATION SERVICE CENTER SERVI	236,449.20
9/24/2026	TARRANT APPRAISAL DISTRICT	TAX APPRAISAL AND COLLECTION	286,840.27
9/24/2026	TXU ENERGY RETAIL COMPANY LLC, VISTRA	UTILITIES - ELECTRICITY	194,554.07
9/29/2026	CDW GOVERNMENT	CONTRACTED MAINTENANCE AND REP	34,200.00
9/29/2026	PETROLEUM TRADERS CORPORATION	GASOLINE AND OTHER FUELS OR VE	94,014.21
		199 - GENERAL OPERATING	**2,874,226.83**
211 - ESEA TITLE I; IMPROVING BASIC			
9/4/2026	TRS	TEACHER RETIREMENT	29,118.43
		211 - ESEA TITLE I; IMPROVING BASIC	**29,118.43**
224 - IDEA-B FORMULA			
9/4/2026	TRS	TEACHER RETIREMENT	31,371.31
		224 - IDEA-B FORMULA	**31,371.31**
240 - CHILD NUTRITION FUND			
9/3/2026	WALNUT CREEK FARM	INVENTORY - WAREHOUSE SUPPLIES	56,274.70
9/10/2026	SCHWAN'S SALES CO INC	INVENTORY - WAREHOUSE SUPPLIES	40,510.40
9/15/2026	SCHWAN'S SALES CO INC	INVENTORY - WAREHOUSE SUPPLIES	30,445.64
9/22/2026	PILGRIM'S PRIDE CORPORATION	INVENTORY - WAREHOUSE SUPPLIES	37,392.24
9/22/2026	TYSON FOODS, INC	INVENTORY - WAREHOUSE SUPPLIES	28,860.00
9/24/2026	ASIAN FOOD SOLUTIONS, INTLFOODSOLUTIC	INVENTORY - WAREHOUSE SUPPLIES	64,886.40
		240 - CHILD NUTRITION FUND	**258,369.38**
289 - LEP PROGRAM			
9/3/2026	CAPTURING KIDS HEARTS, FLIPPEN GROUP	MISCELLANEOUSCONTRACTED SERVIC	25,500.00
		289 - LEP PROGRAM	**25,500.00**
624 - 2024 BOND PROGRAM			
9/1/2026	AUTHERS BUILDING GROUP LLC	BUILDING PURCHASE, CONSTRUCTIO	2,755,310.60
9/1/2026	NEXTGEN SECURITY LLC	MISCELLANEOUSCONTRACTED SERVIC	281,984.82
9/1/2026	NEXTGEN SECURITY LLC	TECHNOLOGY EQUIPMNT<$10000	366,891.56
9/8/2026	CORE CONSTRUCTION SERVICES OF TEXAS	BUILDING PURCHASE, CONSTRUCTIO	5,383,390.12
9/8/2026	DURO-LAST, AMRIZE BUILDING	BUILDING PURCHASE, CONSTRUCTIO	784,804.65
9/8/2026	REEDER GENERAL CONTRACTORS, INC.	BUILDING PURCHASE, CONSTRUCTIO	2,427,672.45
9/10/2026	AUTHERS BUILDING GROUP LLC	BUILDING PURCHASE, CONSTRUCTIO	1,160,515.40

MANSFIELD INDEPENDENT SCHOOL DISTRICT
Fund Disbursement Report for 9/1/2026 through 9/30/2026
Greater than $25,000

DATE PAID	NAME	ITEM DESCRIPTION	AMOUNT
624 - 2024 BOND PROGRAM			
9/10/2026	CORE CONSTRUCTION SERVICES OF TEXAS	BUILDING PURCHASE, CONSTRUCTIO	1,086,880.92
9/10/2026	REEDER GENERAL CONTRACTORS, INC.	BUILDING PURCHASE, CONSTRUCTIO	933,683.70
9/15/2026	HUCKABEE AND ASSOCIATES, INC	BUILDING PURCHASE, CONSTRUCTIO	445,052.96
9/15/2026	POST L GROUP LLC	BUILDING PURCHASE, CONSTRUCTIO	1,450,607.97
9/15/2026	REEDER GENERAL CONTRACTORS, INC.	BUILDING PURCHASE, CONSTRUCTIO	51,207.64
9/17/2026	LEE LEWIS CONSTRUCTION, INC	BUILDING PURCHASE, CONSTRUCTIO	7,521,461.25
9/24/2026	LEE LEWIS CONSTRUCTION, INC	BUILDING PURCHASE, CONSTRUCTIO	339,565.70
9/29/2026	CORE CONSTRUCTION SERVICES OF TEXAS	BUILDING PURCHASE, CONSTRUCTIO	2,973,675.80
9/29/2026	DURO-LAST, AMRIZE BUILDING	BUILDING PURCHASE, CONSTRUCTIO	415,318.74
9/29/2026	REEDER GENERAL CONTRACTORS, INC.	BUILDING PURCHASE, CONSTRUCTIO	3,179,571.87
9/29/2026	THE CHRISTMAN COMPANY	BUILDING PURCHASE, CONSTRUCTIO	1,278,912.74
		624 - 2024 BOND PROGRAM	**32,836,508.89**
			36,055,094.84

Board of School Trustees
Mansfield Independent School District

TITLE: Financial Reports DATE: October 27, 2026

INFORMATION

BACKGROUND:

Each month, financial reports are prepared detailing the status of the District's budget as of the most recent accounting period. To increase financial transparency, the following additional reports are included:

- Balance Sheet – Governmental Funds
- Project Detail –Bond Programs
- Combining Statement of Net Position – Proprietary Funds

The fund balance and net position figures are the unaudited balances carried from 2025-26.

The reports are as of September 30, 2026. The financial reports are separated into revenue and expenditures. Expenditures are reported by summary by function and by object series.

Year to date totals and percentages are calculated. Payroll costs should represent (3/12) of the 12-month budget for 25.00%. General Fund actual expenditures for salaries through September 2026 are 23.45%. Variance in the expenditures for the payroll object percentage will be due to vacancies, changes in personnel, demographics, stipend schedules, auxiliary weeks, and benefit elections.

The financial statement for the 2XX, 3XX, and 4XX special revenue funds (excluding Fund 240 & 242 School Nutrition) is presented in a single format for expenditures intended to provide specific information about funds received through federal, state, and local sources that are accounted for outside the General Operating fund.

Accounting code definitions for the function and object codes are included in addition to bond project descriptions.

MANSFIELD INDEPENDENT SCHOOL DISTRICT
GENERAL FUND 181-199
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

	CURRENT YEAR 2026-27					PRIOR YEAR 2025-26				
	Original Budget	Amended Budget	September 2026	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	September 2025	Actual Year to Date	Actual to Budget
REVENUES:										
Local and Intermediate Sources	$ 175,847,734	$ 175,847,734	$ 864,386	$ 2,621,545	1.49%	$ 167,511,667	$ 169,261,667	$ 903,867	$ 3,027,819	1.79%
State Program Revenues	212,012,884	212,012,884	47,261,073	50,619,222	23.88%	226,087,548	227,687,548	47,453,062	50,689,177	22.26%
Federal Program Revenues	3,799,019	3,799,019	46,904	87,643	2.31%	3,500,000	3,520,000	40,678	71,000	2.02%
Other Financing Sources	4,000,000	4,000,000	57,009	173,598	4.34%	5,850,000	6,970,000	69,670	350,856	5.03%
Total revenues	$ 395,659,637	$ 395,659,637	$ 48,229,372	$ 53,502,008	13.52%	$ 402,949,215	$ 407,439,215	$ 48,467,277	$ 54,138,852	13.29%
EXPENDITURE SUMMARY BY FUNCTION:										
11 - Instructional	$ 247,307,089	$ 245,728,739	$ 20,075,541	$ 58,800,401	23.93%	$ 244,464,630	$ 241,529,639	$ 20,402,263	$ 57,795,294	23.93%
12 - Instructional Resources and Media Services	4,719,219	4,801,303	569,437	1,289,725	26.86%	4,754,296	4,850,144	489,659	1,193,196	24.60%
13 - Curriculum and Instructional Staff Development	6,161,834	6,105,449	449,448	1,447,381	23.71%	5,722,821	6,423,678	445,899	1,454,418	22.64%
21 - Instructional Leadership	8,399,829	8,534,786	696,169	2,143,889	25.12%	8,181,687	8,580,833	665,109	2,074,893	24.18%
23 - School Leadership	25,168,628	25,213,526	2,100,680	6,131,803	24.32%	24,621,230	24,713,123	2,017,837	5,923,044	23.97%
31 - Guidance, Counseling and Evaluation	13,681,416	14,177,099	1,125,820	3,578,691	25.24%	14,310,265	14,031,803	1,254,870	3,348,078	23.86%
32 - Social Work Services	-	-	-	-	0.00%	-	-	-	-	0.00%
33 - Health Services	6,050,378	6,050,403	495,816	1,423,987	23.54%	6,077,584	6,079,333	507,184	1,435,922	23.62%
34 - Student (Pupil) Transportation	18,713,824	18,738,005	2,121,425	4,932,896	26.33%	18,222,791	20,102,015	1,794,320	3,785,585	18.83%
35 - Food Services	12,000	12,000	-	-	0.00%	12,000	112,000	-	-	0.00%
36 - Cocurricular/Extra Curricular Activities	12,042,196	12,099,008	1,080,048	2,671,556	22.08%	11,414,557	13,315,710	992,016	2,298,309	17.26%
41 - General Administration	9,008,603	9,491,036	602,130	2,335,228	24.60%	9,066,913	9,714,127	607,302	2,357,656	24.27%
51 - Plant Maintenance and Facility Services	42,129,947	42,394,947	3,252,074	11,730,310	27.67%	48,797,953	44,418,138	3,455,752	14,841,852	33.41%
52 - Security and Monitoring Services	9,537,265	9,490,048	856,610	3,007,998	31.70%	8,361,531	9,865,897	629,393	2,161,442	21.91%
53 - Data Processing Services	7,303,594	7,315,829	442,021	2,601,702	35.56%	6,752,284	6,719,099	525,032	2,000,492	29.77%
61 - Community Services	413,533	591,189	17,427	363,580	61.50%	385,540	858,805	19,608	337,128	39.26%
71 - Debt Administration - Principal	3,109,822	3,005,810	266,600	441,675	14.69%	3,757,813	3,359,412	748,467	1,834,691	54.61%
81 - Facilities and Acquisition & Construction	-	-	-	-	0.00%	-	-	-	-	0.00%
93 - Shared Service Arrangement	-	-	-	-	0.00%	-	-	-	-	0.00%
95 - Payments to Juvenile Justice Alternative Program	25,000	35,000	-	-	0.00%	25,000	50,000	-	-	0.00%
99 - Other intergovernmental Charges	1,500,000	1,500,000	389,702	762,075	50.81%	1,500,000	1,850,000	80,250	766,364	41.43%
Other Financing Uses	-	-	-	5,000	0.00%	-	50,000	-	-	0.00%
Total expenditures	$ 415,284,177	$ 415,284,177	$ 34,540,948	$ 103,667,897	24.96%	$ 416,428,895	$ 416,623,756	$ 34,634,961	$ 103,608,364	24.87%
EXPENDITURE SUMMARY BY OBJECT:										
61XX - Payroll Costs	$ 363,735,312	$ 362,940,550	$ 30,051,351	$ 85,100,319	23.45%	$ 357,535,809	$ 352,605,057	$ 29,090,030	$ 80,908,034	22.95%
62XX - Professional and Contracted Services	27,120,382	28,147,441	2,847,752	9,925,689	35.26%	25,521,428	29,691,170	3,126,777	8,714,343	29.35%
63XX - Supplies and Materials	12,328,192	12,549,983	1,170,170	2,670,886	21.28%	13,985,367	17,100,882	1,372,739	3,448,993	20.17%
64XX - Other Operating Expenses	8,806,931	8,512,355	205,075	5,494,928	64.55%	10,344,637	8,877,393	203,519	6,099,464	68.71%
65XX - Debt Administration	3,109,822	3,005,810	266,600	441,675	14.69%	3,757,813	3,359,412	748,467	1,834,691	54.61%
66XX - Capital Outlay Expenses	183,538	128,038	-	29,400	22.96%	5,283,841	4,939,842	93,429	2,602,839	52.69%
89XX - Other Uses	-	-	-	5,000	0.00%	-	50,000	-	-	0.00%
Total expenditures	$ 415,284,177	$ 415,284,177	$ 34,540,948	$ 103,667,897	24.96%	$ 416,428,895	$ 416,623,756	$ 34,634,961	$ 103,608,364	24.87%
Excess (Deficiency) of Revenues Over Expenditures	**$ (19,624,540)**	**$ (19,624,540)**	**$ 13,688,424**	**$ (50,165,889)**		**$ (13,479,680)**	**$ (9,184,541)**	**$ 13,832,316**	**$ (49,469,512)**	
Unaudited Fund Balance, July 1, beginning				111,525,056						
Estimated Fund Balance, September 30, ending				**$ 61,359,167**						

MANSFIELD INDEPENDENT SCHOOL DISTRICT
STUDENT NUTRITION - FUND 240-242
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

	CURRENT YEAR 2026-27					PRIOR YEAR 2025-26				
	Original Budget	Amended Budget	September 2026	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	September 2025	Actual Year to Date	Actual to Budget
REVENUES:										
Local and Intermediate Sources	$ 8,577,900	$ 8,577,900	$ 989,628	$ 1,616,638	18.85%	$ 8,624,938	$ 8,624,938	$ 1,003,170	$ 1,643,501	19.06%
State Program Revenues	613,790	613,790	38,753	112,493	18.33%	515,000	515,000	43,252	111,366	21.62%
Federal Program Revenues	15,075,076	15,075,076	1,614,249	2,704,919	17.94%	14,961,270	14,961,270	1,644,743	2,664,898	17.81%
Less Indirect Costs Transferred to General Fund	-	-	-	-	0.00%	-	-	-	-	0.00%
Other Financing Sources	20,000	20,000	6,145	6,750	33.75%	10,000	21,000	5,718	6,241	29.72%
Total revenues	$ 24,286,766	$ 24,286,766	$ 2,648,775	$ 4,440,800	18.28%	$ 24,111,208	$ 24,122,208	$ 2,696,883	$ 4,426,006	18.35%
EXPENDITURES:										
35 - Food Services	$ 23,988,022	$ 23,988,022	$ 2,354,798	$ 3,997,021	16.66%	$ 23,665,247	$ 23,626,247	$ 2,456,449	$ 4,149,854	17.56%
51 - Plant Maintenance and Facility Services	277,601	277,601	14,189	28,445	10.25%	271,628	321,628	21,682	55,031	17.11%
52 - Security and Monitoring Services	-	-	-	-	0.00%	-	-	-	-	0.00%
71 - Debt Service	2,000	2,000	-	278	13.90%	2,000	2,000	278	278	13.90%
81 - Facilites Acquisition and Construction	-	-	-	-	0.00%	-	-	-	-	0.00%
Other Financing Uses	-	-	-	-	0.00%	-	-	-	-	0.00%
Total expenditures	$ 24,267,623	$ 24,267,623	$ 2,368,987	$ 4,025,744	16.59%	$ 23,938,875	$ 23,949,875	$ 2,478,409	$ 4,205,163	17.56%
EXPENDITURE SUMMARY BY OBJECT CODE:										
61XX - Payroll Costs	$ 11,625,784	$ 11,625,784	$ 963,012	$ 1,713,409	14.74%	$ 11,385,170	$ 9,915,874	$ 943,383	$ 1,682,969	16.97%
62XX - Professional and Contracted Services	272,150	298,900	1,220	136,405	45.64%	285,275	325,624	7,167	135,373	41.57%
63XX - Supplies and Materials	11,825,379	11,825,379	1,403,498	2,148,856	18.17%	12,103,930	13,368,072	1,520,145	2,339,670	17.50%
64XX - Other Operating	82,310	82,310	1,257	26,796	32.55%	62,500	93,825	7,436	28,841	30.74%
65XX - Debt Administration	2,000	2,000	-	278	13.90%	2,000	2,000	278	278	13.90%
66XX - Capital Outlay	460,000	433,250	-	-	0.00%	100,000	244,480	-	18,032	7.38%
Total expenditures	$ 24,267,623	$ 24,267,623	$ 2,368,987	$ 4,025,744	16.59%	$ 23,938,875	$ 23,949,875	$ 2,478,409	$ 4,205,163	17.56%
Excess (Deficiency) of Revenues Over Expenditures	**$ 19,143**	**$ 19,143**	**$ 279,788**	**$ 415,056**		**$ 172,333**	**$ 172,333**	**$ 218,474**	**$ 220,843**	

Unaudited Fund Balance, July 1, beginning	1,476,249
Estimated Fund Balance, September 30, ending	**$ 1,891,305**

MANSFIELD INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE - FUND 599
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

	CURRENT YEAR 2026-27					PRIOR YEAR 2025-26				
	Original Budget	Amended Budget	September 2026	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	September 2025	Actual Year to Date	Actual to Budget
REVENUES:										
Local and Intermediate Sources	$ 77,972,686	$ 77,972,686	$ 131,486	$ 696,036	0.89%	$ 79,058,861	$ 74,058,861	$ 93,218	$ 851,655	1.15%
State Program Revenues	10,157,065	10,157,065	-	-	0.00%	7,482,638	14,982,638	-	-	0.00%
Other Financing Sources	-	-	-	-	0.00%	-	3,118,472	-	-	0.00%
Total revenues	$ 88,129,751	$ 88,129,751	$ 131,486	$ 696,036	0.79%	$ 86,541,499	$ 92,159,971	$ 93,218	$ 851,655	0.92%
EXPENDITURES:										
71 - Debt Service - Principal	$ 37,455,000	$ 37,455,000	$ -	$ -	0.00%	$ 35,730,000	$ 38,530,000	$ -	$ -	0.00%
72 - Debt Service - Interest	51,611,127	51,611,127	-	25,805,563	50.00%	52,483,602	44,968,000	-	18,270,729	40.63%
73 - Debt Service - Fees	40,000	40,000	530	1,590	3.98%	40,000	165,782	1,123	1,653	1.00%
Other Financing Uses	-	-	-	-	0.00%	-	3,023,895	-	-	0.00%
Total expenditures	$ 89,106,127	$ 89,106,127	$ 530	$ 25,807,153	28.96%	$ 88,253,602	$ 86,687,677	$ 1,123	$ 18,272,382	21.08%
EXPENDITURE SUMMARY BY OBJECT CODE:										
65XX - Debt Services	$ 89,106,127	$ 89,106,127	$ 530	$ 25,807,153	28.96%	$ 88,253,602	$ 83,663,782	$ 1,123	$ 18,272,382	21.84%
Other Financing Uses	-	-	-	-	0.00%	-	3,023,895	-	-	0.00%
Total expenditures	$ 89,106,127	$ 89,106,127	$ 530	$ 25,807,153	28.96%	$ 88,253,602	$ 86,687,677	$ 1,123	$ 18,272,382	21.08%
Excess (Deficiency) of Revenues Over Expenditures	**$ (976,376)**	**$ (976,376)**	**$ 130,956**	**$ (25,111,117)**		**$ (1,712,103)**	**$ 5,472,294**	**$ 92,095**	**$ (17,420,727)**	
Unaudited Fund Balance, July 1, beginning				70,093,205						
Estimated Fund Balance, September 30, ending				**$ 44,982,088**						

MANSFIELD INDEPENDENT SCHOOL DISTRICT
CAPITAL PROJECTS - FUND 698
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

	CURRENT YEAR 2026-27					PRIOR YEAR 2025-26				
	Original Budget	Amended Budget	September 2026	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	September 2025	Actual Year to Date	Actual to Budget
REVENUES:										
Local and Intermediate Sources	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	$ -	0.00%
State Program Revenues	-	-	-	-	0.00%	-	-	-	-	0.00%
Federal Program Revenues	-	-	-	-	0.00%	-	-	-	-	0.00%
Other Financing Sources	-	-	-	-	0.00%	-	-	-	-	0.00%
	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	$ -	0.00%
EXPENDITURES:										
11 - Instruction	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	$ -	0.00%
12 - Instructional Resources	-	-	-	-	0.00%	-	-	-	-	0.00%
13 - Curriculum	-	-	-	-	0.00%	-	-	-	-	0.00%
21 - Instructional Leadership	-	-	-	-	0.00%	-	-	-	-	0.00%
23 - School Leadership	-	-	-	-	0.00%	-	-	-	-	0.00%
31 - Guidance, Counseling	-	-	-	-	0.00%	-	-	-	-	0.00%
34 - Transportation	-	-	-	-	0.00%	-	-	-	-	0.00%
36 - Co-Curricular/Extra Curricular Activities	-	-	-	-	0.00%	-	-	-	-	0.00%
41 - General Admin	-	-	-	-	0.00%	-	-	-	-	0.00%
51 - Plant Maintenance and Facility Services	-	-	-	-	0.00%	78,228	59,746	-	59,746	100.00%
52 - Security & Monitoring Services	-	-	-	-	0.00%	-	-	-	-	0.00%
53 - Data Processing Services	-	-	-	-	0.00%	73,520	-	-	-	0.00%
61 - Community Services	-	-	-	-	0.00%	3,000	-	-	-	0.00%
71 - Debt Service	-	-	-	-	0.00%	-	-	-	-	0.00%
81 - Facilities and Acquisition & Construction	2,618,273	2,618,273	-	-	0.00%	4,871,414	4,256,555	678,804	688,289	16.17%
Other Financing Uses	-	-	-	-	0.00%	-	-	-	-	0.00%
	$ 2,618,273	$ 2,618,273	$ -	$ -	0.00%	$ 5,026,162	$ 4,316,301	$ 678,804	$ 748,035	17.33%
EXPENDITURE SUMMARY BY OBJECT CODE:										
61XX - Payroll Costs	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	$ -	0.00%
62XX - Professional and Contracted Services	-	-	-	-	0.00%	125,328	70,146	450	69,681	99.34%
63XX - Supplies	-	-	-	-	0.00%	28,520	7,195	7,195	7,195	100.00%
64XX - Other Operating Expenses	2,618,273	2,618,273	-	-	0.00%	1,638,223	2,618,273	-	-	0.00%
65XX - Debt Services	-	-	-	-	0.00%	-	-	-	-	0.00%
66XX - Capital Outlay Expenses	-	-	-	-	0.00%	3,234,091	1,620,687	671,159	671,159	41.41%
89XX - Other Uses	-	-	-	-	0.00%	-	-	-	-	0.00%
	$ 2,618,273	$ 2,618,273	$ -	$ -	0.00%	$ 5,026,162	$ 4,316,301	$ 678,804	$ 748,035	17.33%
Excess (Deficiency) of Revenues Over Expenditures	**$ (2,618,273)**	**$ (2,618,273)**	**$ -**	**$ -**		**$ (5,026,162)**	**$ (4,316,301)**	**$ (678,804)**	**$ (748,035)**	

*Negative expense is due to retainage

Unaudited Fund Balance, July 1, beginning	2,618,273
Estimated Fund Balance, September 30, ending	**$ 2,618,273**

MANSFIELD INDEPENDENT SCHOOL DISTRICT
CAPITAL PROJECTS - 617
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

			Description	Original Budget	Prior Years FY Activity	2025-26 FY Activity	2026-27 FYTD Activity	Total Activity	Percent Complete	Encumbered Balance	Total Projected Project Cost
		7900	Bond Issuance Proceeds	$ 275,000,000	$ 277,323,012	$ -	$ -	$ 277,323,012			
		5700	Interest Income	-	4,836,070	22,513	5,054	4,863,637			
		5800	State Revenue	-	245,379	-	-	245,379			
			Total Revenue	$ 275,000,000	$ 282,404,461	$ 22,513	$ 5,054	$ 282,432,028			
--	----	---	000	Support Costs 010/494/800/917/999	$ 8,410,498	$ 7,178,556	$ 61,988	$ -	$ 7,240,544	100.00%	$ -	$ 7,240,544
--	----	---	700	Multiple Elementary Schools	14,910,284	15,048,926	-	-	15,048,926	100.00%	-	15,048,926
--	----	---	701	Multiple Intermediate Schools	10,834,691	10,800,475	135,815	-	10,936,290	100.00%	-	10,936,290
--	----	---	702	Multiple Middle School	23,683,988	23,653,722	-	-	23,653,722	100.00%	-	23,653,722
--	----	---	703	Multiple High Schools, BBIA, Phoenix Academy	69,371,243	69,845,837	-	-	69,845,837	100.00%	-	69,845,837
--	----	---	704	Griffin, Transportation, 6th Avenue	58,190	82,549	-	-	82,549	100.00%	-	82,549
--	----	---	705	Newsome Stadium & Natatorium	2,770,906	3,088,254	-	-	3,088,254	100.00%	-	3,088,254
--	----	---	706	Multiple Facilities	4,958,039	4,755,773	-	-	4,755,773	99.41%	28,045	4,783,818
--	----	---	707	New - Brenda Norwood ES	32,412,777	32,408,961	-	-	32,408,961	100.00%	-	32,408,961
--	----	---	708	New - Alma Martinez IS	46,466,028	46,323,032	-	-	46,323,032	100.00%	-	46,323,032
--	----	---	709	New - Charlene McKinzey MS	60,963,190	60,961,324	16,900	-	60,978,224	100.00%	-	60,978,224
--	----	---	711	Day Care Security BBCA	-	27,291	-	-	27,291	87.72%	-	31,111
--	----	---	716	PAC Audio System Upgrade	160,166	160,166	-	-	160,166	100.00%	-	160,166
--	----	---	718	District Repeaters	-	4,397,190	-	-	4,397,190	100.00%	-	4,397,190
--	----	---	719	Landscaping	-	185,610	-	-	185,610	100.00%	-	185,610
--	----	---	720	CenterPA Kitchen	-	71,350	-	-	71,350	100.00%	-	71,350
--	----	---	721	Parking Lot Concrete	-	395,466	-	-	395,466	50.00%	-	790,932
--	----	---	722	Roof Replacement	-	163,700	-	-	163,700	100.00%	-	163,700
--	----	---	724	THS Fieldhouse	-	564,910	-	-	564,910	73.21%	-	771,660
--	----	---	725	Doors	-	1,182	-	-	1,182	3.94%	-	30,000
--	----	---	726	Natatorium Restrooms	-	117,352	-	-	117,352	50.00%	-	234,704
--	----	---	727	Dance Floor	-	120,265	-	-	120,265	65.19%	-	184,481
--	----	---	728	Fire Lines	-	45,679	162,871	-	208,550	88.14%	19,000	236,620
--	----	---	729	Fine Arts	-	-	-	-	-	0.00%	-	46,500
--	----	---	731	Phoenix Reno	-	76,901	-	-	76,901	58.70%	-	131,002
--	----	---	732	STEM	-	1,344,495	2,757	65,566	1,412,818	100.00%		1,412,818
--	----	---	733	DSIS Elevator	-	-	37,815	-	37,815	100.00%		37,815
--	----	---	734	Natatorium Repairs	-	-	26,750	-	26,750	100.00%	-	26,750
			Total	$ 275,000,000	$ 281,818,966	$ 444,896	$ 65,566	$ 282,329,428	99.66%	$ 47,045	$ 283,302,566

*Negative expense is due to retainage

MANSFIELD INDEPENDENT SCHOOL DISTRICT
CAPITAL PROJECTS - 624
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

	Description	Original Budget	Prior Years FY Activity	2025-26 FY Activity	2026-27 FYTD Activity	Total Activity	Percent Complete	Encumbered Balance	Total Projected Project Cost
7900	Bond Issuance Proceeds	$ 588,500,000	$ 201,564,800	$391,234,810	$ -	$ 592,799,610			
5700	Interest Income	-	8,412,840	18,366,889	3,640,713	30,420,442			
5800	State Revenue	-	56,151	83,249	23,716	163,116			
	Total Revenue	$ 588,500,000	$ 210,033,791	$409,684,948	$ 3,664,429	$ 623,383,168			
	Support Costs 000/010/AXX	$ 30,016,998	$ 2,442,510	$ 4,634,065	$ 435,911	$ 7,512,486	50.31%	$ 69,069	$ 14,932,538
A01	PROP A PKG 01 Jobe Worley	39,033,075	2,388,543	17,041,865	4,076,597	23,507,005	63.48%	12,551,872	37,033,075
A02	PROP A PKG 02 Howard Coble	28,151,286	2,394,857	10,532,914	3,630,824	16,558,595	60.99%	17,326,853	27,151,286
A03	PROP A PKG 03 Jones Wester Knight	44,207,532	2,936,828	14,993,662	3,008,704	20,939,194	49.61%	24,289,364	42,207,532
A04	PROP A PKG 04 Anderson Davis Harmon Holt Morris Tipps	14,145,594	169,572	3,980,379	1,374,480	5,524,431	42.02%	2,065,797	13,145,594
A05	PROP A PKG 05 Boren Brown Nash Perry Reid	23,211,298	286,523	593,372	-	879,895	3.96%	718,876	22,211,298
A06	PROP A PKG 06 Neal Ponder Rendon Sheppard ES	13,311,829	132,202	254,793	-	386,995	3.14%	492,043	12,311,829
A07	PROP A PKG 07 Daulton Miller Smith Spencer Norwood	19,855,967	301,186	8,059,993	1,331,985	9,693,164	48.82%	3,004,910	19,855,967
A08	PROP A PKG 08 Brockett Cabaniss Gideon Jandrucko Jones	24,714,806	474,363	12,560,498	2,820,230	15,855,091	66.86%	4,675,980	23,714,806
A09	PROP A PKG 09 Mansfield Low Orr	7,596,295	333,037	6,528,832	3,678,444	10,540,313	138.76%	6,632,510	7,596,295
A10	PROP A PKG 10 Summit Timbers	7,643,974	235,666	479,469	30,016	745,151	9.75%	1,011,231	7,643,974
A11	PROP A PKG 11 Timberview Icenhower	14,873,075	360,541	13,551,747	5,061,201	18,973,489	127.57%	7,775,587	14,873,075
A12	PROP A PKG 12 Legacy Shepard IS	11,860,516	259,770	501,939	25,717	787,426	6.64%	1,005,354	11,860,516
A13	PROP A PKG 13 Lake Ridge Lillard Martinez	10,279,085	117,394	461,210	32,717	611,321	5.95%	820,670	10,279,085
A14	PROP A PKG 14 Transportation	24,687,152	459,033	794,657	13,990	1,267,680	5.13%	539,841	24,687,152
A15	PROP A PKG 15 BBIA Phoenix	22,737,863	1,678,938	17,513,001	1,961,031	21,152,970	93.03%	8,605,590	22,737,863
A16	PROP A PKG 16 Aux Buildings	2,968,388	51,698	76,452	-	128,150	4.32%	78,131	2,968,388
A17	PROP A PKG 17 McKinzey	487,362	2,139	-	10,076	12,215	2.51%	184,416	487,362
A21	PROP A PKG S1 Weapons Detection	2,329,740	2,439,405	-	-	2,439,405	100.00%	-	2,439,405
A22	PROP A PKG S2 Cameras	5,987,450	274,290	6,151,916	226,102	6,652,308	111.10%	6,742,843	5,987,450
A23	PROP A PKG S3 Fences	280,525	29,010	52,690	-	81,700	29.12%	-	280,525
A24	PROP A PKG E1 Roofs	29,889,525	601,614	3,901,251	5,616,394	10,119,259	33.86%	13,885,288	29,889,525
A25	PROP A PKG Buses	27,164,959	18,519,578	6,754,851	-	25,274,429	93.04%	-	27,164,959
A31	PROP A PKG T1 Network Fiber Ring	2,940,031	89,295	17,369	-	106,664	3.63%	584,789	2,940,031
A32	PROP A PKG T2 ES	23,129,692	-	482,022	-	482,022	2.08%	47,298	23,129,692
A33	PROP A PKG T3 IS	9,347,536	-	131,133	-	131,133	1.40%	13,244	9,347,536
A34	PROP A PKG T4 MS	7,161,048	-	149,866	-	149,866	2.09%	15,168	7,161,048
A35	PROP A PKG T5 HS	12,864,451	-	131,133	-	131,133	1.02%	22,868	12,864,451
A36	PROP A PKG T6 Aux	16,611,869	3,517,446	1,300,195	280,830	5,098,471	30.69%	2,392,658	16,611,869
A37	PROP A PKG T7 Phones	1,811,209	1,204,468	611,329	-	1,815,797	100.00%	-	1,815,796
A38	PROP A PKG T8 Data Cabling	-	-	92,545	11,759	104,304	37.61%	173,037	277,340
A41	PROP A PKG A1 BBSB Mansfield	4,598,806	464,651	5,901,374	3,986	6,370,011	98.75%	80,655	6,450,666
A42	PROP A PKG A2 BBSB Summit	4,598,806	504,613	7,071,299	5,194	7,581,106	99.27%	55,422	7,636,528
A43	PROP A PKG A3 BBSB Legacy	4,598,806	581,044	4,982,295	5,967	5,569,306	98.06%	110,066	5,679,372
A44	PROP A PKG A4 BBSB Lake Ridge	4,598,806	601,039	5,555,780	23,123	6,179,942	99.07%	57,862	6,237,804
A45	PROP A PKG A5 BBSB Timberview	4,598,806	586,532	5,562,101	-	6,148,633	98.87%	70,294	6,218,927
A46	PROP A PKG A6 Tennis Crt Light	1,513,188	1,691,098	-	-	1,691,098	100.00%	-	1,691,098
A51	PROP A PKG Furniture	7,135,596	189,271	5,795,316	5,210,185	11,194,772	156.89%	3,914	7,135,596
A61	PROP A PKG E1 Lighting	-	3,414,256	-	-	3,414,256	100.00%	-	3,414,256
AEL	PROP A Early Learners Academy	42,445,648	2,340,870	24,843,199	4,946,823	32,130,892	59.68%	25,827,285	53,841,043
APD	PROP A Police Department	31,111,408	1,785,358	9,251,679	1,189,743	12,226,780	39.97%	16,808,820	30,587,448
B01	PROP B Technology	4,000,000	4,000,000	-	-	4,000,000	100.00%	-	4,000,000
	Total	$ 588,500,000	$ 57,858,638	$201,298,191	$ 45,012,029	$ 304,168,858	51.69%	$ 158,739,605	$ 588,500,000

MANSFIELD INDEPENDENT SCHOOL DISTRICT
SPECIAL REVENUE FUNDS, EXCLUDING FUND 240-242 SCHOOL NUTRITION
MONTHLY AND YEAR TO DATE BUDGET STATUS

FOR THE THREE MONTHS ENDING SEPTEMBER 2026

FUND	FUND DESCRIPTION	NOGA ID	Begin Date	End Date	Expenditures			
					AWARD/ROLL FORWARD AMOUNTS	MONTHLY ACTUAL	GRANT YEAR TO DATE ACTUAL	% EXPENDED
211	ESEA TITLE I-A	26610101220908	7/1/2025	9/30/2026	6,070,677	7,176	6,028,722	99.31%
211	ESEA TITLE I-A	27610101220908	7/1/2026	9/30/2027	5,080,138	374,400	434,222	8.55%
224	IDEA-B FORMULA	266600012209086000	7/1/2025	9/30/2026	8,242,376	57	5,998,101	72.77%
224	IDEA-B FORMULA	276600012209086000	7/1/2026	9/30/2027	5,771,824	420,167	618,506	10.72%
225	IDEA -B PRESCHOOL	266610012209086000	7/1/2025	9/30/2026	97,645	0	45,932	47.04%
225	IDEA -B PRESCHOOL	276610012209086000	7/1/2026	9/30/2027	62,000	2,207	2,207	3.56%
244	CARL PERKINS GRANT FOR CAREER	27420006220908	7/1/2026	8/15/2027	308,790	17,614	25,721	8.33%
255	TITLE II-A, SUPPORTING EFFECTIVE INSTRUCTION	26694501220908	7/1/2025	9/30/2026	1,316,059	2,750	869,782	66.09%
255	TITLE II-A, SUPPORTING EFFECTIVE INSTRUCTION	27694501220908	7/1/2026	9/30/2027	1,005,389	49,906	84,961	8.45%
263	TITLE III-A, ELA	26671001220908	7/1/2025	9/30/2026	536,692	1,500	509,630	94.96%
263	TITLE III-A, ELA	27671001220908	7/1/2026	9/30/2027	494,976	296	276,789	55.92%
289	TITLE IV-A, SUBPART 1 STUDENT SUPPORT & ACADEMIC ENRICHMENT	26680101220908	7/1/2025	9/30/2026	470,675	43,500	406,339	86.33%
289	TITLE IV-A, SUBPART 1 STUDENT SUPPORT & ACADEMIC ENRICHMENT	27680101220908	7/1/2026	9/30/2027	342,905	22,580	31,193	9.10%
410	STATE TEXTBOOK FUND *	25001601	9/1/2025	8/31/2027	9,551,619	12,896	620,415	6.50%
429	LAW ENFORCEMENT OFFICER STANDARDS & EDU	N/A	7/1/2026	6/30/2027	8,057	350	870	10.80%
429	2025-2027 ADVANCED PLACEMENT COMPUTER SCIENCE PRINCIPLES	25038101220908	3/1/2025	4/30/2027	30,000	-	2,030	6.77%
461	CAMPUS ACTIVITY	N/A	7/1/2026	6/30/2027	4,275,291	212,246	325,780	7.62%
492	EDUCATION FOUNDATION GRANT	N/A	7/1/2026	6/30/2027	7,869	247	247	3.14%
*498	MISCELLANEOUS GRANTS	N/A	7/1/2026	6/30/2027	3,000	0	2,801	93.35%
TOTAL SPECIAL REVENUE FUNDS					$43,675,981	$1,167,893	$16,284,248	37.28%

MANSFIELD INDEPENDENT SCHOOL DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

Data Control Codes		General Funds	Student Nutrition Fund	Debt Service Fund	Capital Projects Funds	Special Revenue Funds
	Assets:					
1110	Cash and cash equivalents	$ 83,145,551	$ 2,040,471	$ 43,536,797	$ 331,494,699	$ 11,308,048
1220	Delinquent property taxes receivables	5,007,197	-	1,681,437	-	-
1230	Allowance for uncollectible taxes (credit)	(1,901,233)	-	(638,442)	-	-
1240	Receivables from other governments	1,866,115	1,617,109	447,650	-	3,494,336
1250	Accrued interest/Unamortized Discount	181,001	-	-	1,693,484	-
1260	Due from other funds	21,276,379	-	2,398,627	-	-
1290	Other receivables	1,622,494	754,156	-	-	11,982
1300	Inventories, at cost	154,553	155,262	-	-	-
1410	Prepaid Items	66,686	-	-	-	-
1000	**Total Assets**	$ 111,418,743	$ 4,566,998	$ 47,426,069	$ 333,188,183	$ 14,814,366
	Liabilities, Deferred Inflows, and Fund Balance					
	Current Liabilities:					
2110	Accounts payable	$ 30,153	$ 726,247	$ -	$ 4,787	$ 3,126
2150	Payroll deduction and withholdings	8,194,031	73,499	-	1,664	68,901
2160	Accrued wages payable	38,692,425	64,509	-	-	1,026,413
2170	Due to other funds	-	1,496,111	-	13,864,822	7,398,075
2180	Payable to other governments	-	-	-	-	-
2190	Due to other	15	-	-	-	2,088
2300	Deferred revenue	10,000	315,327	1,400,986	-	-
2400	iPad Deposits	26,988	-	-	-	-
2000	**Total Liabilities**	$ 46,953,612	$ 2,675,693	$ 1,400,986	$ 13,871,273	$ 8,498,603
	Deferred Inflows of Resources:					
2600	Unavailable revenue - property taxes	$ 3,105,964	$ -	$ 1,042,995	$ -	$ -
	Total Deferred Inflows of Resources	$ 3,105,964	$ -	$ 1,042,995	$ -	$ -
	Fund Balance					
	Non-Spendable:					
3410	Inventories	$ 194,855	$ 160,865	$ -	$ -	$ -
3430	Prepaid items	597,167	-	-	-	-
	Restricted:					
3450	Grant funds	-	1,730,440	-	-	2,435,994
3470	Capital acquisitions and contractual obligations	-	-	-	152,760,648	-
3480	Retirement of long-term debt	-	-	44,982,088	-	-
	Committed:					
3510	Capital acquisitions projects	-	-	-	166,556,262	-
3545	Campus Activity	-	-	-	-	3,879,769
3600	**Unassigned**	60,567,145	-	-	-	-
3000	**Fund Balance, ESTIMATED**	$ 61,359,167	$ 1,891,305	$ 44,982,088	$ 319,316,910	$ 6,315,763
4000	**Total Liabilities, Deferred Inflows, and Fund Balance**	$ 111,418,743	$ 4,566,998	$ 47,426,069	$ 333,188,183	$ 14,814,366

MANSFIELD INDEPENDENT SCHOOL DISTRICT
CHILDREN'S CENTER & AFTERSCHOOL - FUND 711
STATEMENT OF REVENUES, EXPENSES, AND CHANGE IN NET POSITION
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

	CURRENT YEAR 2026-27					PRIOR YEAR 2025-26				
	Original Budget	Amended Budget	September 2026	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	September 2025	Actual Year to Date	Actual to Budget
OPERATING REVENUES:										
Local and Intermediate Sources	$ 4,100,000	$ 4,687,828	$ 6,017,897	$ 1,209,981	25.81%	$ 4,210,000	$ 4,210,000	$ 448,897	$ 930,429	22.10%
State Program Revenues	77,154	77,154	19,475	59,357	76.93%	71,626	71,626	16,277	51,763	72.27%
Other Financing Sources	-	-	-	-	0.00%	-	-	-	-	0.00%
Total operating revenues	$ 4,177,154	$ 4,764,982	$ 6,037,372	$ 1,269,338	26.64%	$ 4,281,626	$ 4,281,626	$ 465,174	$ 982,192	22.94%
OPERATING EXPENSES:										
11-Instructional	$ -	$ -	$ -	$ -	0.00%	$ -	$ 2,000	$ -	$ -	0.00%
23 - School Leadership	-	-	-	-	0.00%	-	-	-	-	0.00%
34- Student (Pupil) Transportation						-	11,405	-	-	0.00%
52-Security & Monitoring Services	-	3,000	1,431	1,431	47.70%	-	-	-	-	0.00%
61 - Community Services	4,239,332	4,760,982	329,140	712,987	14.98%	3,970,814	3,960,609	291,677	626,872	15.83%
71 - Debt Service	-	1,000	-	231	23.10%	-	2,694	231	231	8.57%
Other Financing Uses	-	-	-	-	0.00%	-	-	-	-	0.00%
Total operating expenses	$ 4,239,332	$ 4,764,982	$ 330,571	$ 714,649	15.00%	$ 3,970,814	$ 3,976,708	$ 291,908	$ 627,103	15.77%
EXPENSE SUMMARY BY OBJECT CODE:										
61XX - Payroll Costs	$ 3,584,567	$ 4,048,567	$ 283,805	$ 608,057	15.02%	$ 3,394,889	$ 3,394,889	$ 231,481	$ 518,606	15.28%
62XX - Professional and Contracted Services	79,750	75,375	-	9,112	12.09%	73,250	89,326	6,994	12,013	13.45%
63XX - Supplies and Materials	289,050	316,415	25,292	32,896	10.40%	214,400	213,122	11,024	33,331	15.64%
64XX - Other Operating Expenses	285,965	323,625	21,474	64,353	19.89%	288,275	276,677	42,178	62,922	22.74%
65XX - Debt Service	-	1,000	-	231	23.10%	-	2,694	231	231	8.57%
66XX - Capital Outlay Expenses	-	-	-	-	0.00%	-	-	-	-	0.00%
Other Financing Uses	-	-	-	-	0.00%	-	-	-	-	0.00%
Total operating expenses	$ 4,239,332	$ 4,764,982	$ 330,571	$ 714,649	15.00%	$ 3,970,814	$ 3,976,708	$ 291,908	$ 627,103	15.77%
Operating income (loss)	**$ (62,178)**	**$ -**	**$ 5,706,801**	**$ 554,689**		**$ 310,812**	**$ 304,918**	**$ 173,266**	**$ 355,089**	
Net Position, July 1, beginning				3,356,491						
Estimated Fund Balance, September 30, ending				**$ 3,911,180**						

MANSFIELD INDEPENDENT SCHOOL DISTRICT
NATATORIUM - FUND 712
STATEMENT OF REVENUES, EXPENSES, AND CHANGE IN NET POSITION
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

	CURRENT YEAR 2026-27					PRIOR YEAR 2025-26				
	Original Budget	Amended Budget	September 2026	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	September 2025	Actual Year to Date	Actual to Budget
OPERATING REVENUES:										
Local and Intermediate Sources	$ 3,461,468	$ 3,461,468	$ 85,501	$ 292,526	8.45%	$ 1,200,000	$ 1,200,000	$ 46,194	$ 194,287	16.19%
State Program Revenues	7,094	7,094	1,747	7,616	107.36%	6,961	6,961	1,354	6,991	100.43%
Other Financing Sources	-	-	-	-	0.00%	-	-	-	-	0.00%
Total operating revenues	$ 3,468,562	$ 3,468,562	$ 87,248	$ 300,142	8.65%	$ 1,206,961	$ 1,206,961	$ 47,548	$ 201,278	16.68%
OPERATING EXPENSES:										
11 - Instructional	$ -	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	$ -	0.00%
13 - Curriculum and Instructional Staff Development	-	-	-	-	0.00%	-	-	-	-	0.00%
36 - Cocurricular/Extra Curricular Activities	3,060,154	3,060,154	52,206	160,571	5.25%	817,863	817,868	40,146	142,844	17.47%
51 - Plant Maintenance and Facility Services	401,314	407,314	29,571	80,040	19.65%	384,314	456,140	33,754	66,111	14.49%
71 - Debt Service	-	1,002	-	250	24.95%	-	2,752	250	250	9.08%
81 - Facilities Acquisition & Const	-	-	-	-	0.00%	-	-	-	-	0.00%
Other Financing Uses	-	-	-	-	0.00%	-	-	-	-	0.00%
Total operating expenses	$ 3,461,468	$ 3,468,470	$ 81,777	$ 240,861	6.94%	$ 1,202,177	$ 1,276,760	$ 74,150	$ 209,205	16.39%
OPERATING EXPENSES SUMMARY BY OBJECT CODE:										
61XX - Payroll Costs	$ 2,301,154	$ 2,301,154	$ 30,881	$ 115,297	5.01%	$ 494,363	$ 494,363	$ 23,879	$ 107,780	21.80%
62XX - Professional and Contracted Services	391,354	397,354	24,761	63,994	16.11%	369,854	420,928	27,233	55,752	13.25%
63XX - Supplies and Materials	143,960	143,960	14,243	28,096	19.52%	131,960	113,017	7,555	18,272	16.17%
64XX - Other Operating Expenses	565,000	565,000	3,924	25,256	4.47%	181,000	214,200	8,303	20,221	9.44%
65XX - Debt Service	-	1,002	-	250	24.95%	-	2,752	250	250	9.08%
66XX - Capital Outlay Expenses	60,000	60,000	7,968	7,968	13.28%	25,000	31,500	6,930	6,930	22.00%
Other Financing Uses	-	-	-	-	0.00%	-	-	-	-	0.00%
Total operating expenses	$ 3,461,468	$ 3,468,470	$ 81,777	$ 240,861	6.94%	$ 1,202,177	$ 1,276,760	$ 74,150	$ 209,205	16.39%
Operating income (loss)	**$ 7,094**	**$ 92**	**$ 5,471**	**$ 59,281**		**$ 4,784**	**$ (69,799)**	**$ (26,602)**	**$ (7,927)**	
Net Position, July 1, beginning				131,776						
Estimated Fund Balance, September 30, ending				**$ 191,057**						

MANSFIELD INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF NET POSITION - PROPRIETARY FUNDS
FOR THE THREE MONTHS ENDING SEPTEMBER 2026

	Children's Center and Afterschool Care	Natatorium	Business-type Activities Total
Assets			
Current Assets:			
Cash and cash equivalents	4,619,191	$299,091	$4,918,282
Due from Other funds	70,760	250	71,010
Other Receivables	1,000	-	1,000
Deferred Expenditures/Expenses	-	-	-
Total Assets	**4,690,951**	**299,341**	**4,990,292**
Liabilities			
Current Liabilities:			
Accounts Payable	$ -	$ -	$ -
Payroll deduction and withholdings	44,756	389	45,145
Deferred Revenue	-	-	-
Due to other funds	735,015	107,895	842,910
Total Liabilities	**779,771**	**108,284**	**888,055**
Net Position			
Unrestricted net position	$3,911,180	$191,057	$ 4,102,237
Total Net Position, ESTIMATED	**$3,911,180**	**$191,057**	**$ 4,102,237**

Board of School Trustees
Mansfield Independent School District

TITLE: Monthly Investment Reports DATE: October 27, 2026

INFORMATION

BACKGROUND:

The Public Funds Investment Act requires that, not less than quarterly, written internal management reports be prepared by the investment officer and submitted to the governing body.

Schedules are attached that show book and market values and portfolio allocations between funds and investment holdings as of the month ending September 30, 2026.

All of Mansfield Independent School District's pooled investments and securities comply with the approved Investment Policy, CDA (Local). All investments meet the three basic objectives included in the district's investment policy – safety, liquidity, and yield. The following is a list of authorized broker/dealers approved by the Board on July 28, 2026:

- UBS Paine Webber
- Raymond James
- FHN Financial
- Hilltop Securities
- A J Capital
- Multi-Bank Securities
- Frost Bank
- Wells Fargo Securities, LLC

This report has been submitted in compliance with Government Code 2256.006 per Board policy on investment procedures. The information on this report is, to the best of our knowledge, true and correct, and documents are available to support this date.

/s/ Monica Irvin

Monica Irvin, C.P.A.

/s/ Marinda Bramlett

Marinda Bramlett

/s/ Natasha Whetstone

Natasha Whetstone

/s/ Stephanie Dhalla

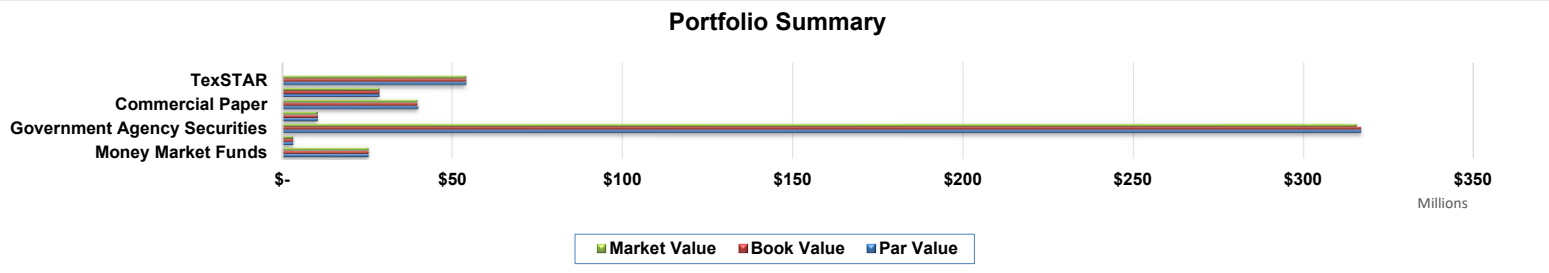
Stephanie Dhalla

MANSFIELD INDEPENDENT SCHOOL DISTRICT
MONTHLY INVESTMENT REPORT
9/30/2026
Unaudited

Portfolio Summary by Investment Type

Investments	Par Value	Book Value	Market Value	% of Portfolio	Weighted Avg Maturity	Avg Yield to Maturity
Money Market Funds	$ 25,425,218.02	$ 25,425,218.02	$ 25,425,218.02	5.33%	1	3.680
***Frost Bank	3,241,950.03	3,241,950.03	3,241,950.03	0.68%	1	
Government Agency Securities	316,905,000.00	316,900,576.04	315,520,309.32	66.18%	138.45	3.815
Municipal Bonds	10,340,000.00	10,385,406.94	10,326,454.60	2.17%	8.39	3.770
Commercial Paper	40,000,000.00	39,769,416.67	39,742,380.00	8.34%	6.63	3.729
***LOGIC	28,468,767.28	28,468,767.28	28,468,767.28	5.97%	1	3.892
TexSTAR	53,961,480.38	53,961,480.38	53,961,480.38	11.32%	1	3.745
Texas Class	61,815.79	61,815.79	61,815.79	0.01%	1	3.908
	$ 478,404,231.50	$ 478,214,631.14	$ 476,748,375.42	100.00%	158.474	3.791
Accrued Interest						
Accrued Interest at Purchase		$ 1,278,058	$ 1,278,058			
Accrued Interest		9,626,183	9,626,183			
Subtotal		$ 10,904,242	$ 10,904,242			
Total Investment Value	**$ 478,404,232**	**$ 489,118,873**	**$ 487,652,617**			

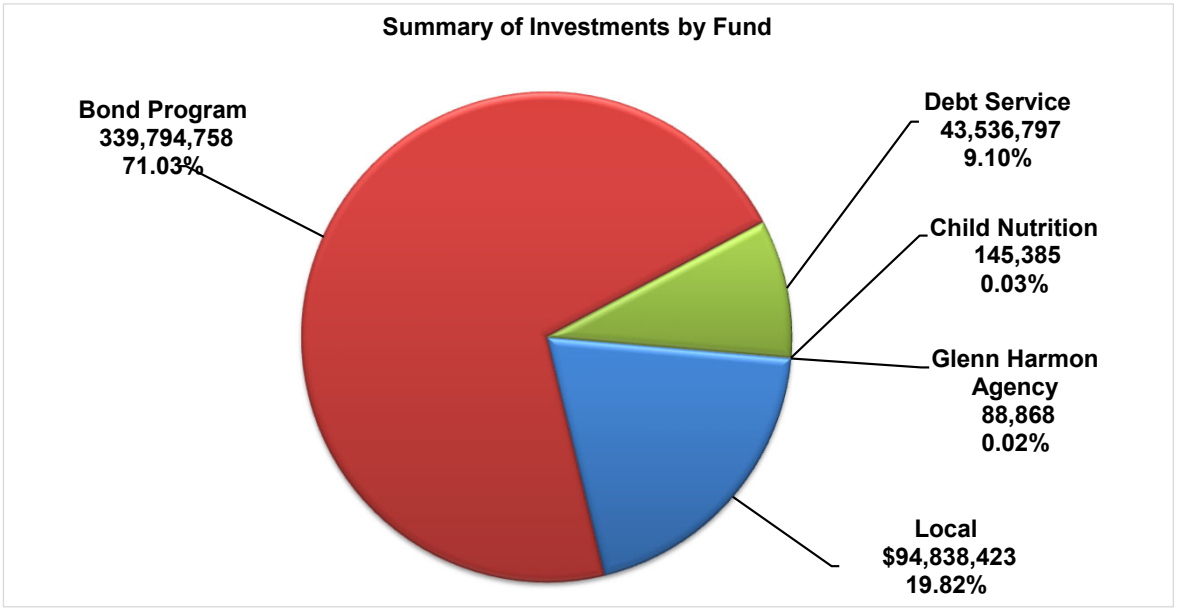
Total Current Year Earnings by Fund	9/30/2026 Period Ending
General Fund	784,332
Child Nutrition Funds	51
Debt Service Fund	518,708
Construction Funds	3,645,767
Custodial Funds	853
Total Interest Earnings	$ 4,949,712



******The Book values reflected are based on statement balances.***

MANSFIELD INDEPENDENT SCHOOL DISTRICT
MONTHLY INVESTMENT REPORT
9/30/2026
Unaudited

Fund	Previous Month	Current Month	Change
Local	$ 89,093,703	$ 94,838,423	$ 5,744,720
Bond Program	357,815,745	339,794,758	(18,020,987)
Debt Service	43,401,440	43,536,797	135,358
Child Nutrition	277,849	145,385	(132,465)
Glenn Harmon Agency	88,585	88,868	283
Total Ending Balance for the Period Ending	$ 490,677,322	$ 478,404,232	$ (12,273,091)



MANSFIELD INDEPENDENT SCHOOL DISTRICT
INVESTMENT POSITION DETAIL BY FUND AND TYPE

09/30/26 **9/30/2026**

Investment Type	Investment Asset	Trade Ticket #	Settlement Date	(Sorted by) Maturity Date	Callable Date	CUSIP	Yield to Maturity	Interest Paid on Pool Accounts for the Month	Days to Maturity	Par	Unamortized Discount	Unamortized Premium	Statement Balance (Book Balance on securities)	Market Value at 9/30/26	Weighted Average Maturity
General Fund Investment Portfolio															
Money Market	Bank of Oklahoma (Invesco Premier U.S. Government Money Portfolio)						3.660		1	44,140			44,140	44,140	
DDA Checking	Frost Bank						0.000		1	2,940,055			2,940,055	2,940,055	
	Subtotal						1.830	-	1	2,984,195	-	-	2,984,195	2,984,195	
Investment Pool	LOGIC						3.892	2,638	1	236,666			236,666	236,666	1.00
Investment Pool	Texas Class						3.908	2,424	1	61,816			61,816	61,816	1.00
Investment Pool	TexSTAR						3.745	55,973	1	38,112,945			38,112,945	38,112,945	1.00
	Subtotal						3.848	61,034	1	38,411,427	-	-	38,411,427	38,411,427	1.00
Brokerage Held Securities	**Wells Fargo Brokerage**														
Government Agency Securities															
	Fannie Mae	WF 26-56	03/30/26	03/30/27	6/30/2026	3136GCY66	4.000		181	20,000,000			20,000,000	19,959,880	67.74
	Federal Home Loan Banks	WF 26-57	04/13/26	11/01/27	10/1/2026	3130BABW6	3.877		397	10,000,000			10,000,000	9,945,010	74.29
	Subtotal						3.939		289	30,000,000	-	-	30,000,000	29,904,890	71.010
Money Market	Wells Fargo Brokerage						3.68	75,844		23,442,802			23,442,802	23,442,802	1.00
														-	
	Subtotal						3.680	75,844		23,442,802	-	-	23,442,802	23,442,802	1.00
	Total Brokerage Held Securities Wells Fargo Brokerage						1.905	75,844		53,442,802	-	-	53,442,802	53,347,692	72.01
	Grand Total Investment for Fund						2.8765	136,879		94,838,423	-	-	94,838,423	94,743,313	
Debt Service Fund Investment Position															
DDA Checking	Frost Bank						0.000		1	161,977			161,977	161,977	
Investment Pool	LOGIC						3.892	87,797	1	27,529,883			27,529,883	27,529,883	
Investment Pool	TexSTAR						3.745	48,620	1	15,844,937			15,844,937	15,844,937	
	Subtotal						3.819	136,418	1	43,374,820	-	-	43,374,820	43,374,820	
	Grand Total Investment for Fund						3.819	136,418	1	43,536,797	-	-	43,536,797	43,536,797	
2017 Bond Program															
Investment Pool	LOGIC						3.892	1,679	1	526,614			526,614	526,614	
	Subtotal						3.892	1,679	1	526,614	-	-	526,614	526,614	
	Grand Total Investment for Fund						3.892	1,679	1	526,614	-	-	526,614	526,614	
2024 Bond Program															
Investment Pool	LOGIC						3.892	271	1	84,867			84,867	84,867	
	Subtotal						3.892	271	1	84,867			84,867	84,867	
Brokerage Held Securities	**Wells Fargo Brokerage**														
Government Agency Securities															
	US Treasury Note	WF 26-45	08/08/25	11/30/26		912828YU8	3.799		61	10,000,000	(34,983)		9,965,017	9,960,290	1.79
	US Treasury Note	WF 26-13	08/05/25	12/15/26		91282CJP7	3.748		76	10,000,000		12,551	10,012,551	10,005,180	2.24
	FHLB	WF 26-52	02/20/26	01/28/27		3130AQHS5	3.545		120	20,000,000	(118,000)		19,882,000	19,836,180	7.04
	US Treasury Note	WF 26-14	08/05/25	02/15/27		91282CKA8	3.717		138	10,000,000		14,727	10,014,727	9,994,010	4.08
	FFCB	WF 26-29	08/05/25	02/26/27		3133ETJX6	3.760		149	3,030,000		2,839	3,032,839	3,025,222	1.33
	US Treasury Note	WF 26-18	08/05/25	03/31/27		91282CMV0	3.709		182	10,000,000		7,866	10,007,866	9,978,650	5.37
	Federal Farm Credit Banks	WF 26-58	04/14/26	04/14/27		3133EWLC2	3.697		196	10,000,000		2,793	10,002,793	9,959,890	5.78
	Federal Farm Credit Banks	WF 26-61	06/01/26	04/14/27		3133EWLC2	3.781		196	10,000,000	(1,856)		9,998,144	9,959,890	5.78
	FHLB	WF 26-54	02/26/26	04/26/27		3130B9NJ5	3.580		208	20,000,000			20,000,000	19,911,520	12.27
	US Treasury Note	WF 26-17	08/05/25	05/15/27		91282CKR1	3.699		227	10,000,000		47,813	10,047,813	10,004,220	6.73
	US Treasury Note	WF 26-46	08/08/25	06/15/27		91282CKV2	3.711		258	10,000,000		61,827	10,061,827	10,012,730	7.66
	FHLB	WF 26-55	02/26/26	07/26/27		3130B9NK2	3.610		299	150,000,000			150,000,000	149,199,600	132.30
	Farmer Mac	WF 26-53	02/26/26	08/26/27		31428JBY2	3.625		330	13,875,000			13,875,000	13,768,038	13.51
	Subtotal						3.691		188	286,905,000	(154,839)	150,415	286,900,576	285,615,419	205.89
Commercial Paper															
	Norddeutsche Landsbk NY	WF 26-50	02/20/26	10/19/26		65558NKK3	3.773		19	20,000,000	(40,889)		19,959,111	19,959,120	1.12
	MUFG Bank LTD/NY	WF 26-48	02/20/26	11/17/26		62479MLH4	3.721		48	10,000,000	(49,272)		9,950,728	9,948,170	1.41
	Credit Indust ET	WF 26-51	02/20/26	02/18/27		22536MPJ1	3.693		141	10,000,000	(140,422)		9,859,578	9,835,090	4.10
	Subtotal						3.729		69	40,000,000	(230,583)	-	39,769,417	39,742,380	6.63
Municipal Bond															
	Los Angeles Calif Uni Sch Dist	WF 26-30	08/06/25	07/01/27		544647KX7	3.770		274	10,340,000		45,407	10,385,407	10,326,455	8.39
	Subtotal						3.770		274	10,340,000	-	45,407	10,385,407	10,326,455	8.39

MANSFIELD INDEPENDENT SCHOOL DISTRICT
INVESTMENT POSITION DETAIL BY FUND AND TYPE

09/30/26 **9/30/2026**

Investment Type	Investment Asset	Trade Ticket #	Settlement Date	(Sorted by) Maturity Date	Callable Date	CUSIP	Yield to Maturity	Interest Paid on Pool Accounts for the Month	Days to Maturity	Par	Unamortized Discount	Unamortized Premium	Statement Balance (Book Balance on securities)	Market Value at 9/30/26	Weighted Average Maturity
Money Market	Wells Fargo Brokerage						3.680	52,063		1,938,276			1,938,276	1,938,276	1.00
	Subtotal						3.680	52,063		1,938,276	-		1,938,276	1,938,276	1.00
	Total Brokerage Held Securities Wells Fargo Brokerage						3.717	52,063	177	339,183,276	(385,422)	195,822	338,993,676	337,622,530	221.91
	Grand Total Investment for Fund						3.805	52,334		339,268,144	(385,422)	195,822	339,078,543	337,707,397	
Child Nutrition															
DDA Checking	Frost Bank						-		1	139,918			139,918	139,918	
Investment Pool	LOGIC						3.892	6	1	1,868			1,868	1,868	
Investment Pool	TexSTAR						3.745	11	1	3,599			3,599	3,599	
	Subtotal						3.819	17	1	5,467	-	-	5,467	5,467	
	Grand Total Investment for Fund						3.819	17	1	145,385	-	-	145,385	145,385	
Glenn Harmon Agency															
Investment Pool	LOGIC						3.892	283	1	88,868			88,868	88,868	
	Subtotal						3.892	283	1	88,868	-	-	88,868	88,868	
	Grand Total Investment for Fund						3.892	283	1	88,868	-	-	88,868	88,868	
	Grand Total Investments ALL Funds						**3.158**	**$ 327,610**		**$ 478,404,232**	**$ (385,422)**	**$ 195,822**	**$ 478,214,631**	**$ 476,748,375**	

Board of School Trustees
Mansfield Independent School District

TITLE: Property Tax Collections DATE: October 27, 2026

INFORMATION

BACKGROUND:

The Tarrant County Tax Office collects property taxes on behalf of the District for the general fund and the debt service fund. The attached Schedule of Delinquent Taxes Receivable includes tax collections for the current fiscal year as of September 30, 2026.

Total current and delinquent collections as of September 30, 2026, total $332,137.

For comparison, current collections as of September 30, 2026, total $589,592 compared to $1,068,715 through September 30, 2025.

MANSFIELD INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF DELINQUENT TAXES RECEIVABLE
FISCAL YEAR ENDED JUNE 30, 2027

Last Ten Years		(1) Tax Rates Maintenance	(2) Tax Rates Debt Service	(3) Assessed/Appraised Value for School Tax Purposes	(10) Beginning Balance 7/1/2026	(20) Current Year's Total Levy	(31) Maintenance Collections	(32) Debt Service Collections	(40) Entire Year's Adjustments	(50) Ending Balance 6/30/2027
2018	and prior years	Various	Various	Various	1,533,924	-	$ 2,805	$ 1,349	$ -	$ 1,529,770
2019		1.0400	0.5000	13,939,141,882	216,592	-	154	74	-	216,364
2020		0.9700	0.4900	15,410,617,919	304,421	-	344	165	-	303,912
2021		0.9564	0.4900	15,567,029,316	288,688	-	228	115	-	288,345
2022		1.0583	0.3600	17,221,953,433	313,122	-	1,164	596	-	311,362
2023		0.9746	0.3600	19,222,924,840	463,243	-	3,120	1,061	(9,927)	449,135
2024		0.7892	0.3600	21,009,872,148	390,385	-	(60,026)	(22,172)	61,508	534,091
2025		0.7869	0.3600	22,638,940,565	500,604	-	(128,030)	(58,402)	(178,427)	508,609
2026		0.7869	0.3600	22,004,885,002	2,677,657		404,525	185,067	(748,432)	1,339,633
2027	(School year under audit)	0.7869	0.3600		-		-	-	-	-
1000	TOTALS				$ 6,688,635	$ -	$ 224,284	$ 107,853	$ (875,278)	$ 5,481,221

October 2026 District Dashboard Summary Report

1. Vision 2030			
Dashboard Measure	Status	Mid-Course Correction	Report Page #
1.1 % Reading on level at the beginning of 3rd grade			3-7
2. Curriculum and Instruction			
Dashboard Measure	Status	Mid-Course Correction	Report Page #
2.1 % of 4th/6th/8th grade on or above level per MAP Reading			8-9
2.2 % of 4th/6th/8th grade on or above level per MAP Math			10-11
3. Student Services			
Dashboard Measure	Status	Mid-Course Correction	Report Page #
3.3 % Chronic/Severe Truancy			12-13
4. Technology			
Dashboard Measure	Status	Mid-Course Correction	Report Page #
4.1 % Critical Systems Scheduled Uptime			14-15
4.2 % Work Orders Completed within 5 Business Days			16
4.3 Cybersecurity: Uncompromised End-Points			17
5. Human Resources			
Dashboard Measure	Status	Mid-Course Correction	Report Page #
5.2 Increase Substitute Fill Rate			18-19
6. Communications and Marketing			
Dashboard Measure	Status	Mid-Course Correction	Report Page #
No Scheduled Reports			
7. Facilities and Operations			
Dashboard Measure	Status	Mid-Course Correction	Report Page #
7.1.2 % of Total Maintenance Work Orders Completed within 5 Business Days			20-21
7.2.1 % of Custodial Workers Compensation Claims Filed			22
7.3.1 % of ECD Student Meal Participation			23-24
7.4.1 2024 Bond Program % Under Budget			25
7.6.1 District Total Paid Workers' Comp Claims			26-27
7.7.1 % of Buses on Time Delivery			28
8. Business Services			
Dashboard Measure	Status	Mid-Course Correction	Report Page #
8.2 Accurate & Efficient Financial Services			29-30
9. Safety and Security			
Dashboard Measure	Status	Mid-Course Correction	Report Page #
No Scheduled Reports			

Above Goal At Goal Near Goal Below Goal

EC Accountability
October 2026

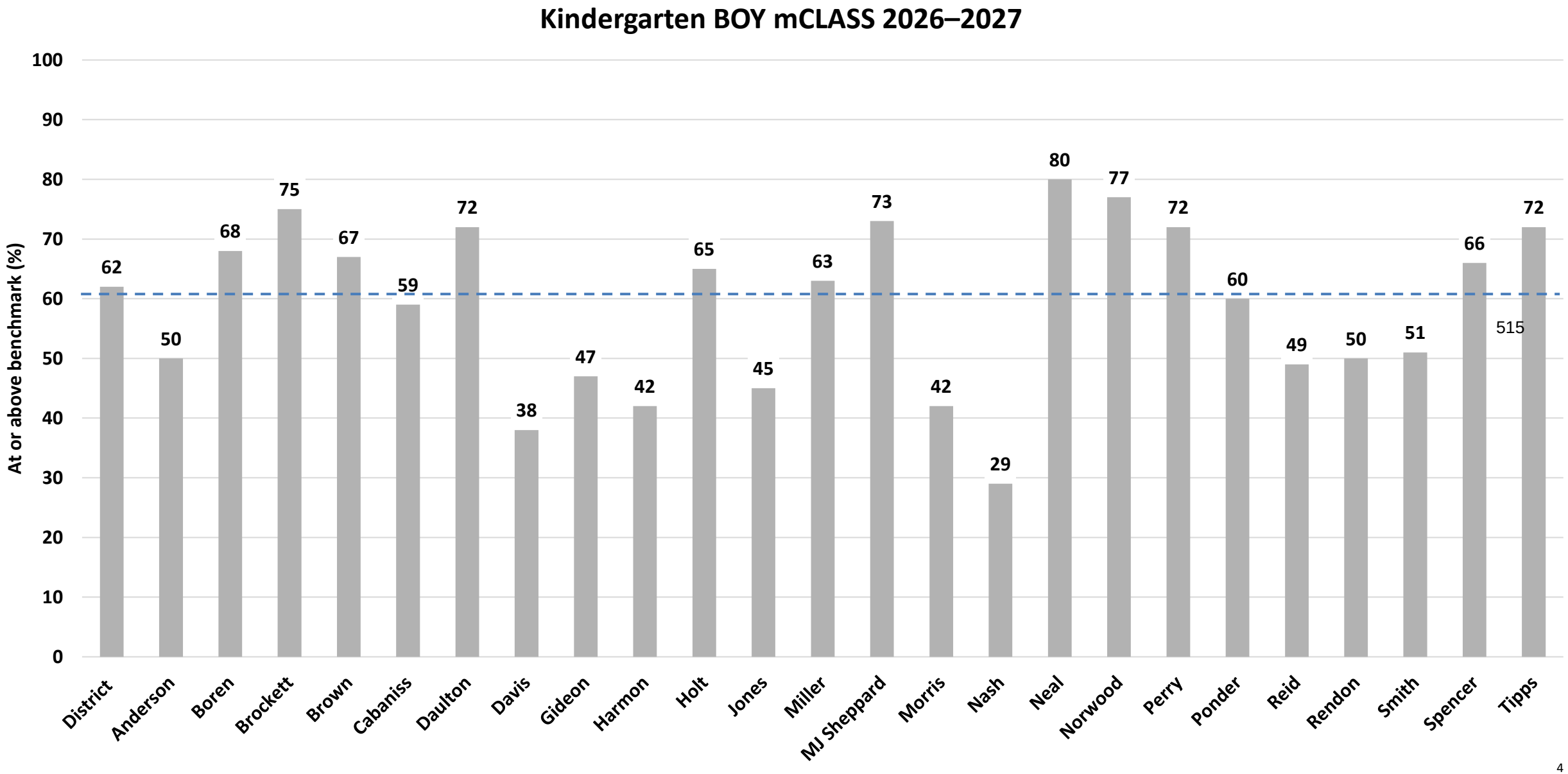
513

2026-2027 MISD Dashboard

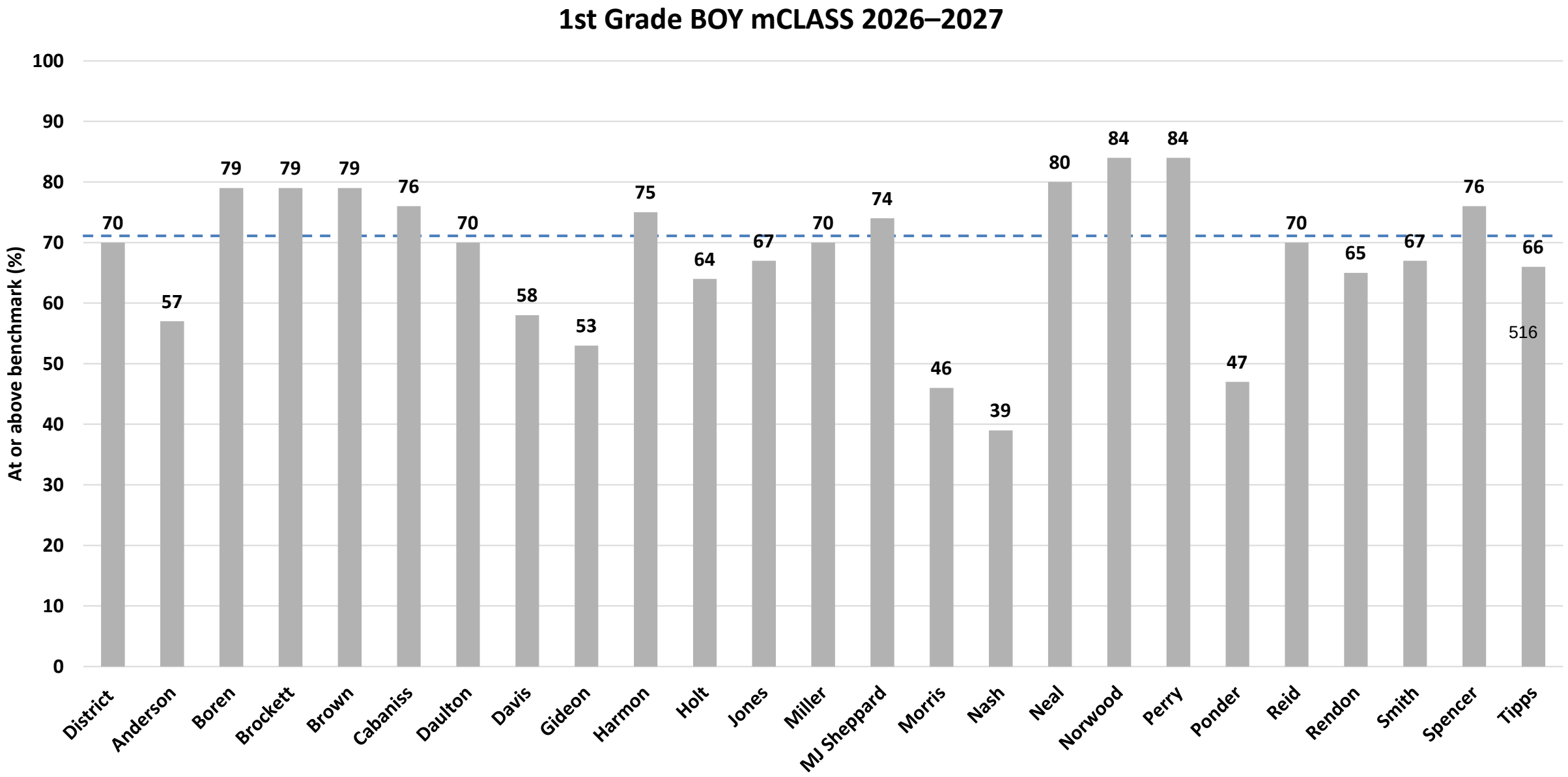
Department	Key Strategic Measures	Data Collected, Managed, and Reported by
Vision 2030 Guiding Statements	1.1 % Reading on level at the beginning of 3rd grade 1.2 % of students mastering Algebra 2 1.3 % of students graduating Life Ready 1.4 % of students graduating College and/or Career Ready	Mr. Fernando Benavides Dr. Tameka Patton Dr. Winston McCowan Dr. Marcus Brannon Mrs. Mendy Gregory Mrs. Erica Reyes Dr. Kisha McDonald

Leading Indicator Measure	Reported By	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July
1.1 % Reading on level at the beginning of 3rd grade	Dr. Patton			X				X				X	
1.2 % of students mastering Algebra 2	Dr. Patton				X		X		X		X	X	
1.3 % of students graduating Life Ready	Dr. Patton											X	
1.4 % of students graduating College and/or Career Ready	Dr. McCowan	X					X						

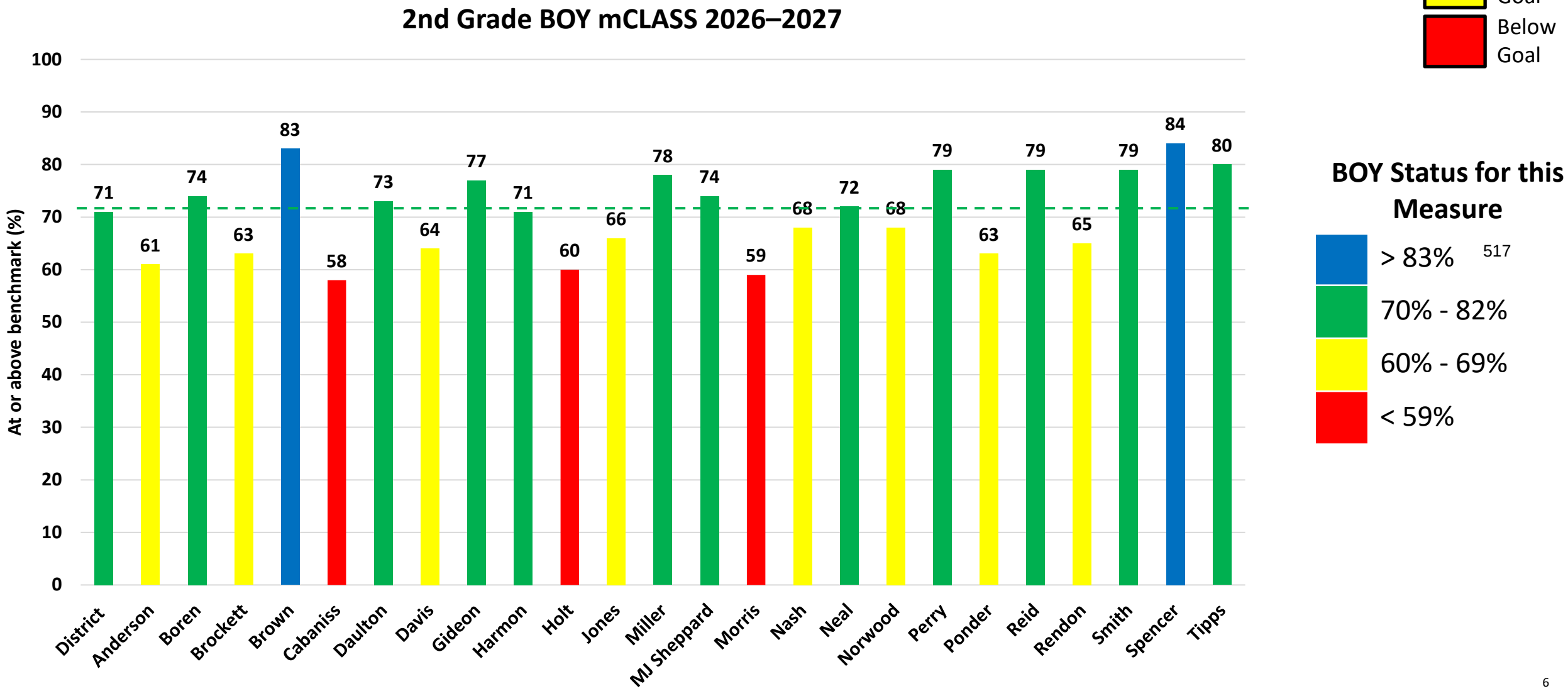
1.1 % Reading on level at the beginning of 3rd grade



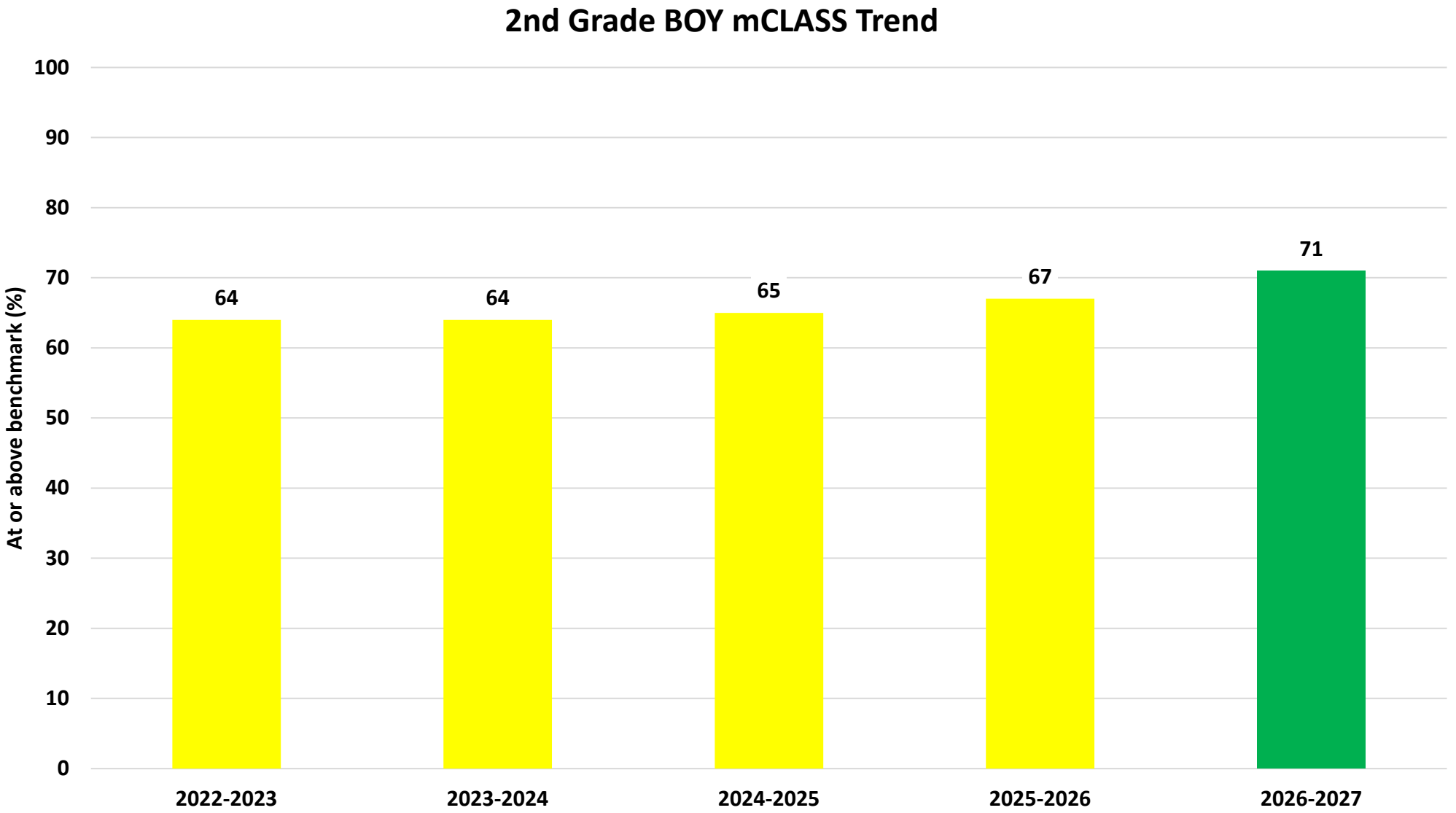
1.1 % Reading on level at the beginning of 3rd grade

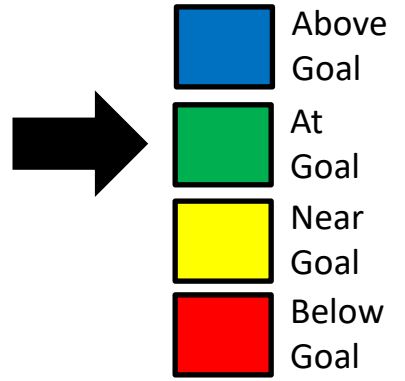


1.1 % Reading on level at the beginning of 3rd grade



1.1 % Reading on level at the beginning of 3rd grade





BOY Status for this Measure

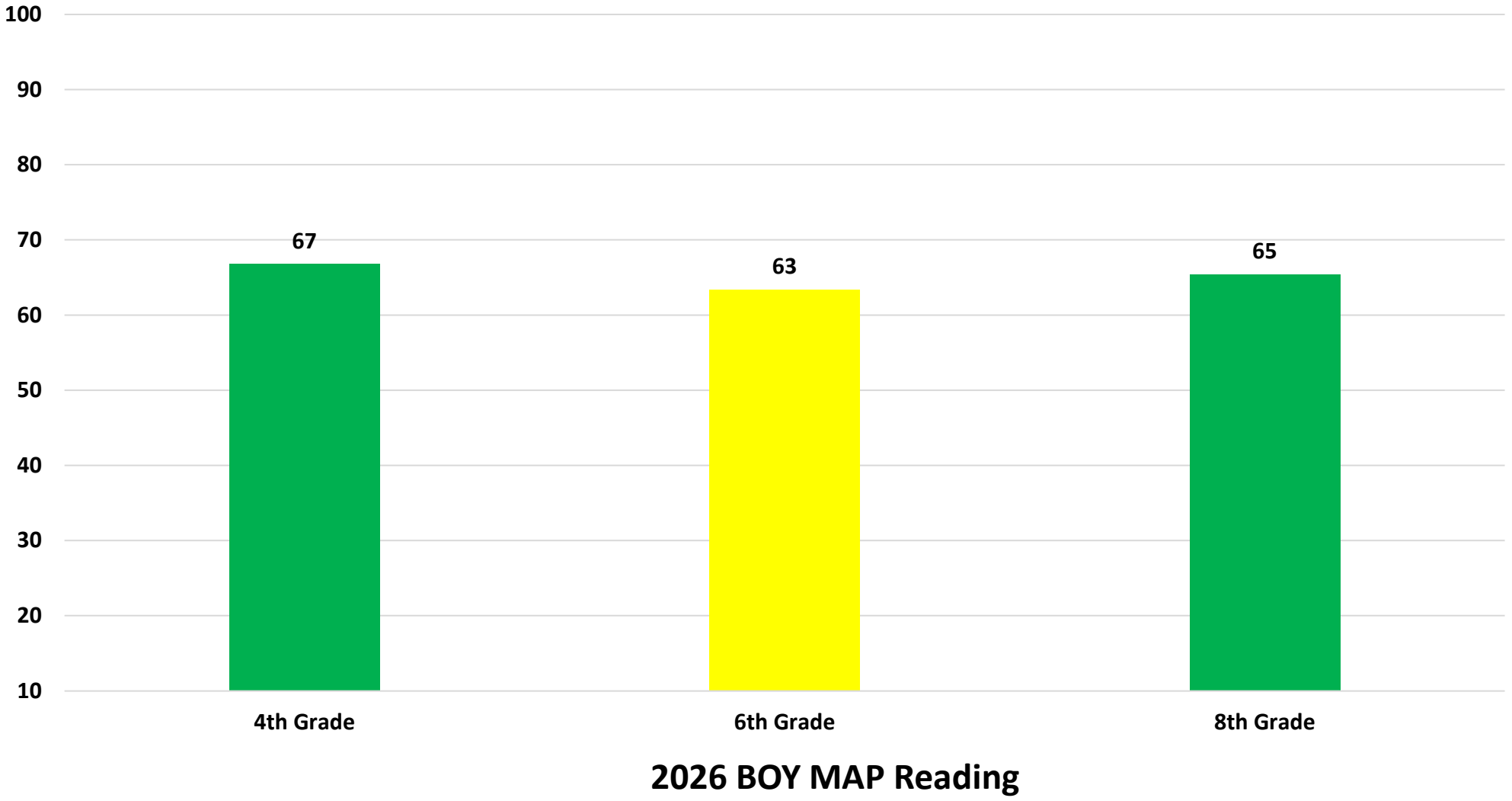
> 83%	518
70% - 82%	
60% - 69%	
< 59%	

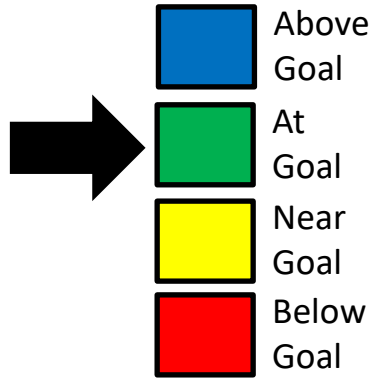
2026-2027 MISD Dashboard

Department	Key Strategic Measures	Data Collected, Managed, and Reported by
Curriculum and Instruction – Focus on Student Academic Success	2.1 % of 4th/6th/8th grade on or above level per MAP Reading 2.2 % of 4th/6th/8th grade on or above level per MAP Math 2.3 % Completing Student Scorecard	Mr. Fernando Benavides Dr. Tameka Patton Dr. Winston McCowan Dr. Marcus Brannon Mrs. Mendy Gregory Mrs. Erica Reyes Dr. Kisha McDonald

Leading Indicator Measure	Reported By	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July
2.1 % of $4^{th}/6^{th}/8^{th}$ grade on or above level per MAP Reading	Dr. Patton			X				X				X	519
2.2 % of $4^{th}/6^{th}/8^{th}$ grade on or above level per MAP Math	Dr. Patton			X				X				X	
2.3 % Completing Student Scorecard	Dr. Patton											X	

2.1 % of 4th/6th/8th grade on or above level per MAP Reading

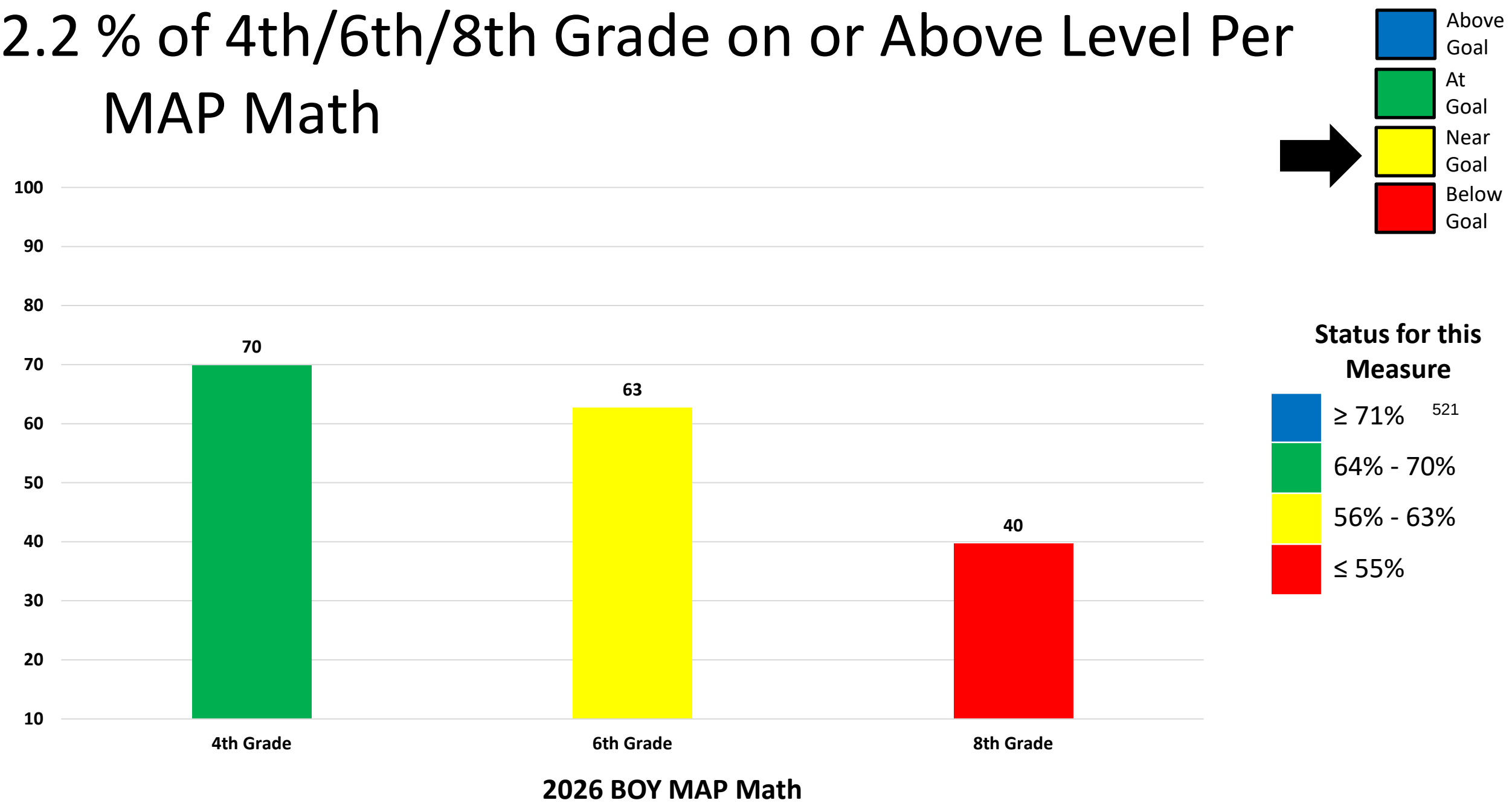




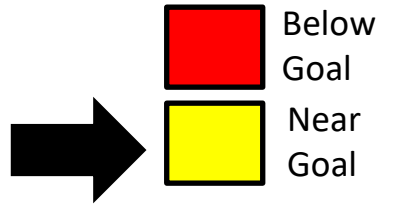
Status for this Measure

≥ 71%	520
64% - 70%	
56% - 63%	
≤ 55%	

2.2 % of 4th/6th/8th Grade on or Above Level Per MAP Math



2.2 % of 4th/6th/8th grade on or above level per MAP Math



- **What is the problem?**

  8th grade math is below the goal.

- **Impact statement of the problem:**

  BOY MAP data Grade 8 represents about 61% of the 8th grade students enrolled in 8th Grade Math. 39% of 8th grade students are enrolled in an above grade level course. (Advanced Grade 8, Algebra I).

  522

- **Action to be taken:**

  Provide targeted support for on-level 8th grade math and identify the cohort of students to track their performance as support is provided.

- **When will you give your team and executive council an update?**

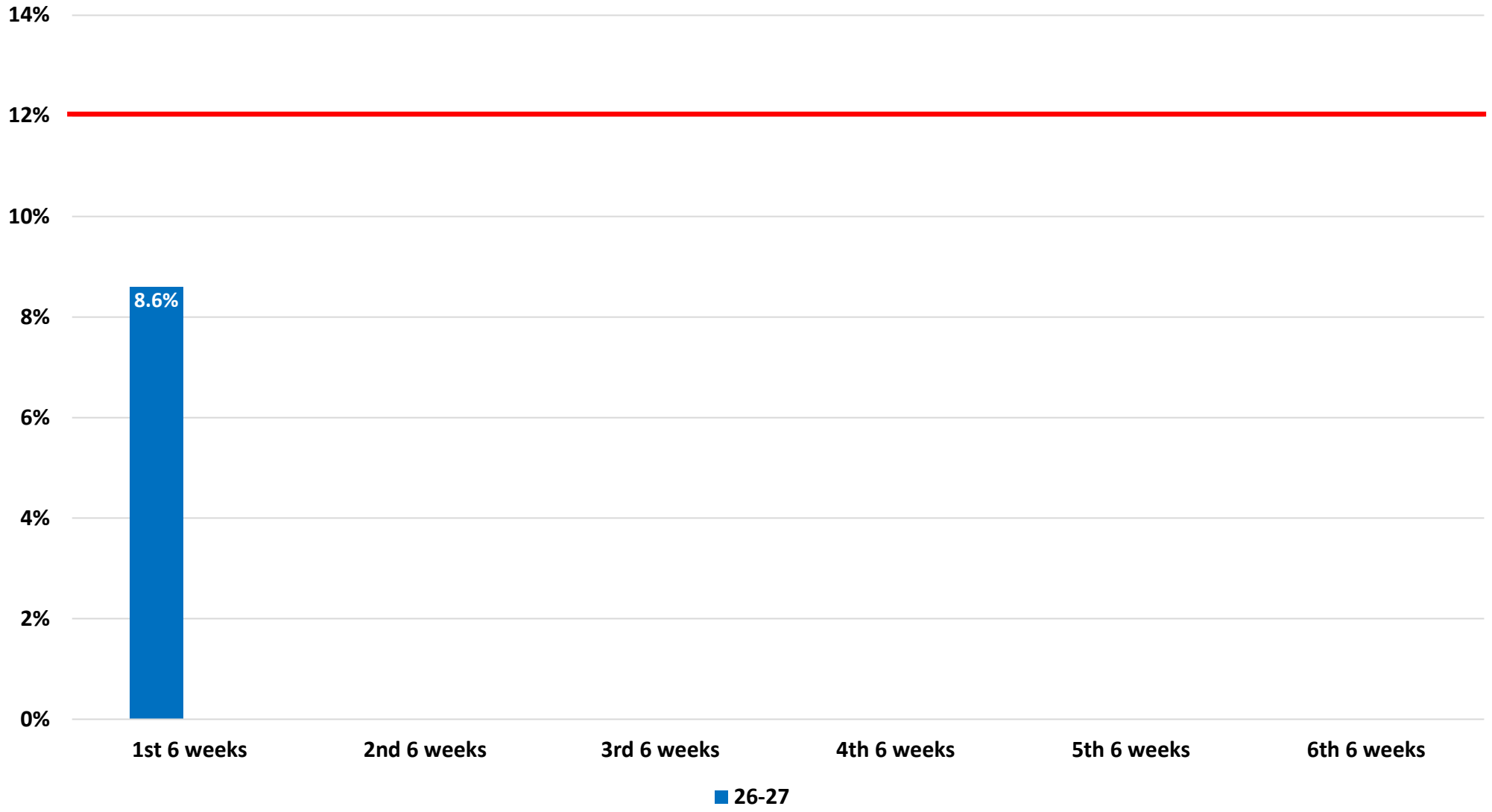
  Next scheduled reporting period.

2026-2027 MISD Dashboard

Department	Key Strategic Measures	Data Collected, Managed, and Reported by
Student Services – Focus on Student Success/Engagement	3.1 % Out of Placement (ISS/OSS/DAEP) 3.2 % Bully Investigations Meeting Internal Process Standards 3.3 % Chronic/Severe Truancy	Mr. David Wright Dr. Liz Russo

Leading Indicator Measure	Reported By	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July
3.1 % Out of Placement (ISS/OSS/DAEP)	Dr. Russo				X		X			X		X	523
3.2 % Bully Investigations Meeting Internal Process Standards	Dr. Russo				X		X			X		X	
3.3 % Chronic/Severe Truancy	Dr. Russo			X		X		X		X		X	

3.3 % Chronic/Severe Truancy



Above Goal
At Goal
Near Goal
Below Goal

Status for this Measure

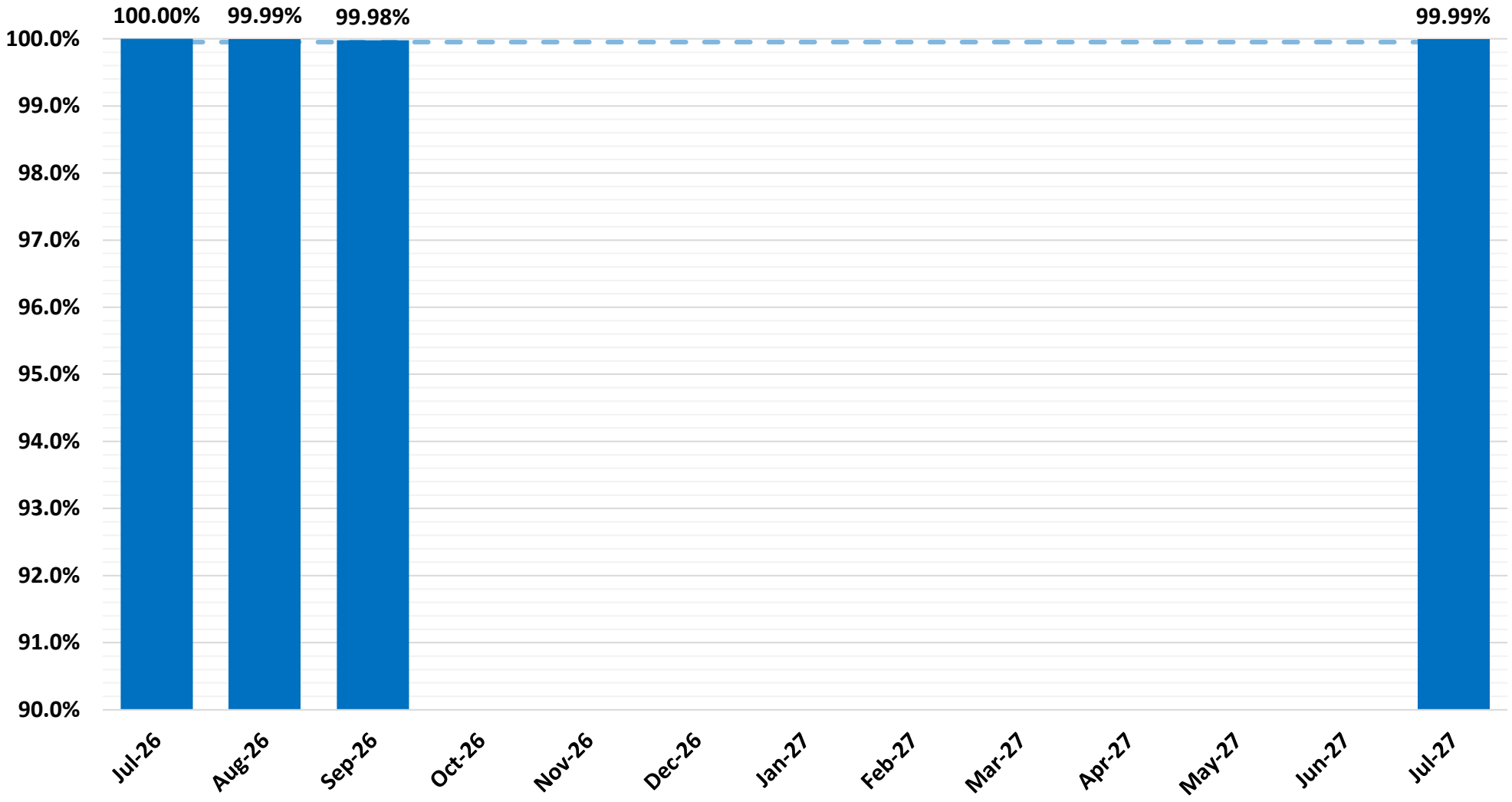
≥ 9% 524
9.1% - 10%
10.1% - 11.9%
≤ 12%

2026-2027 MISD Dashboard

Department	Key Strategic Measures	Data Collected, Managed, and Reported by
Technology – Focus on Excellence and Equity in Technology	4.1 % of Critical Systems Scheduled Uptime 4.2 % of Work Orders Completed within 5 Business Days 4.3 Cybersecurity: Uncompromised End-Points	Mrs. Shawntee' Cowan

Leading Indicator Measure	Reported By	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July
4.1 % of Critical Systems Scheduled Uptime	Mrs. Cowan	X	X	X	X	X	X	X	X	X	X	X	X
4.2 % of Work Orders Completed within 5 Business Days	Mrs. Cowan	X		X		X		X		X		X	
4.3 Cybersecurity: Uncompromised End-Points	Mrs. Cowan	X		X		X		X		X		X	

4.1 % Critical Systems Scheduled Uptime



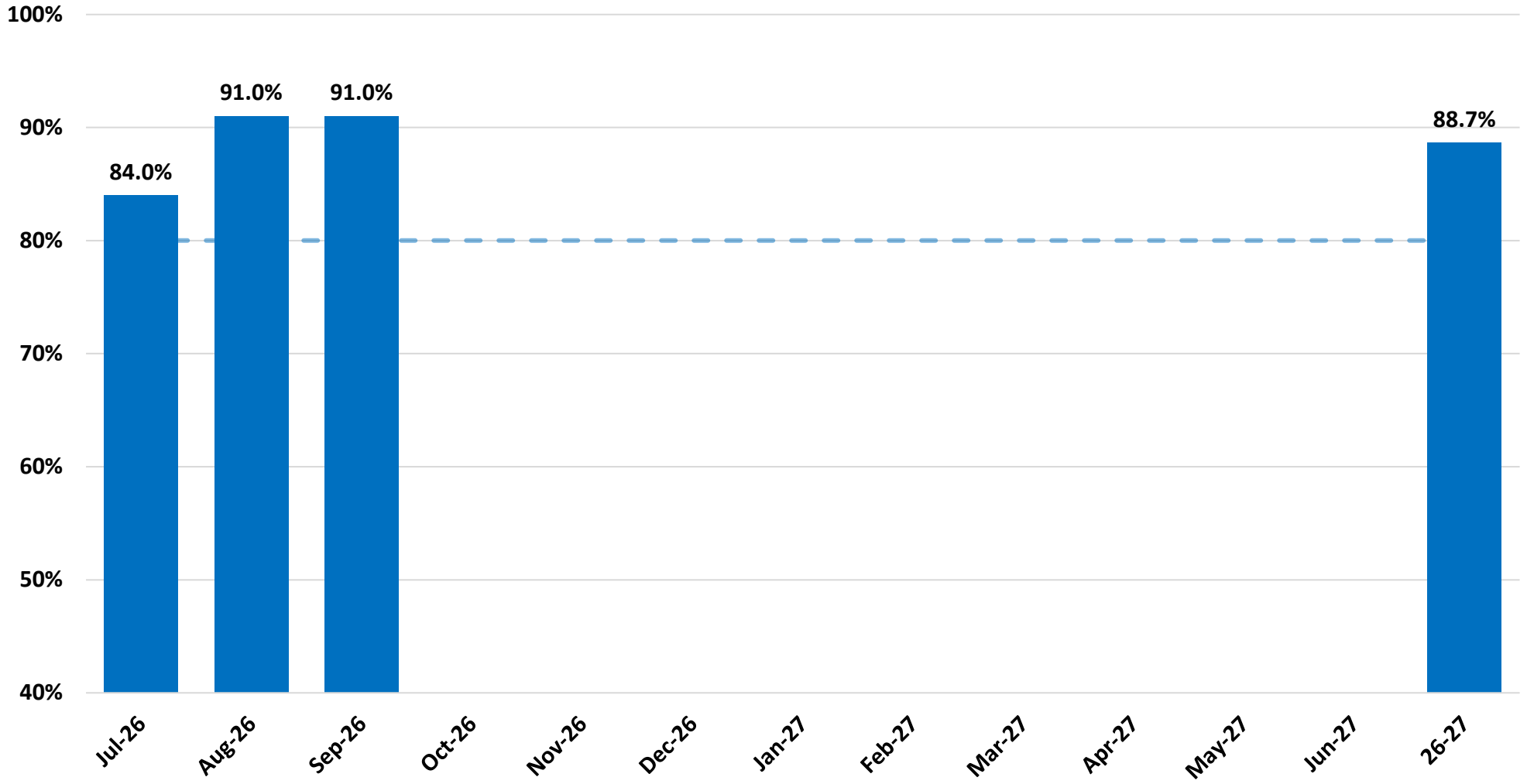
Above Goal
At Goal
Near Goal
Below Goal

Status for this Measure

- ≥ 99.96%[526]
- 98% - 99.95%
- 96.1% - 97.99%
- ≤ 96%

Goal: ≥ 99.95%

4.2 % Work Orders Completed within 5 Business Days



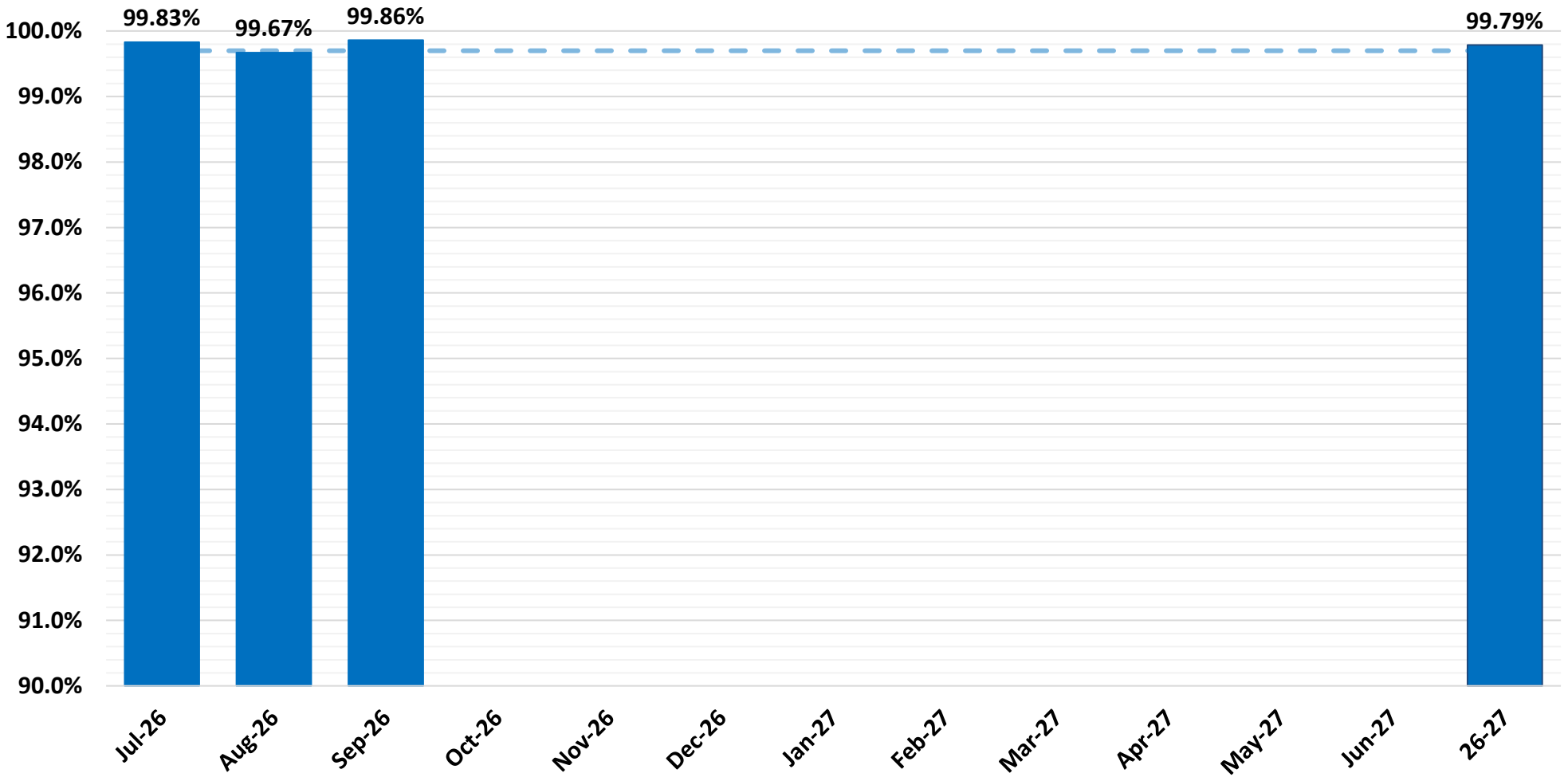
Above Goal
At Goal
Near Goal
Below Goal

Status for this Measure

- ≥ 80.1% [527]
- 60% - 80%
- 55.1% - 59.9%
- ≤ 55%

Goal: ≥ 80%

4.3 Cybersecurity: Uncompromised End-Points



Above Goal
At Goal
Near Goal
Below Goal

Status for this Measure

- ≥ 99.8% [528]
- 95% - 99.7%
- 90% - 94.9%
- ≤ 89.9%

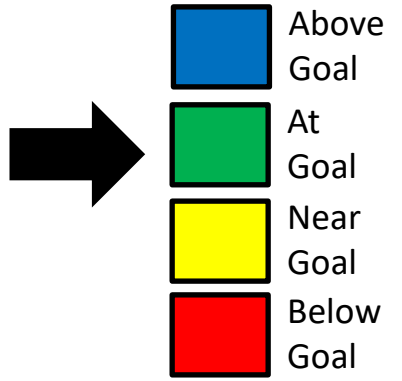
Goal: ≥ 98.9%

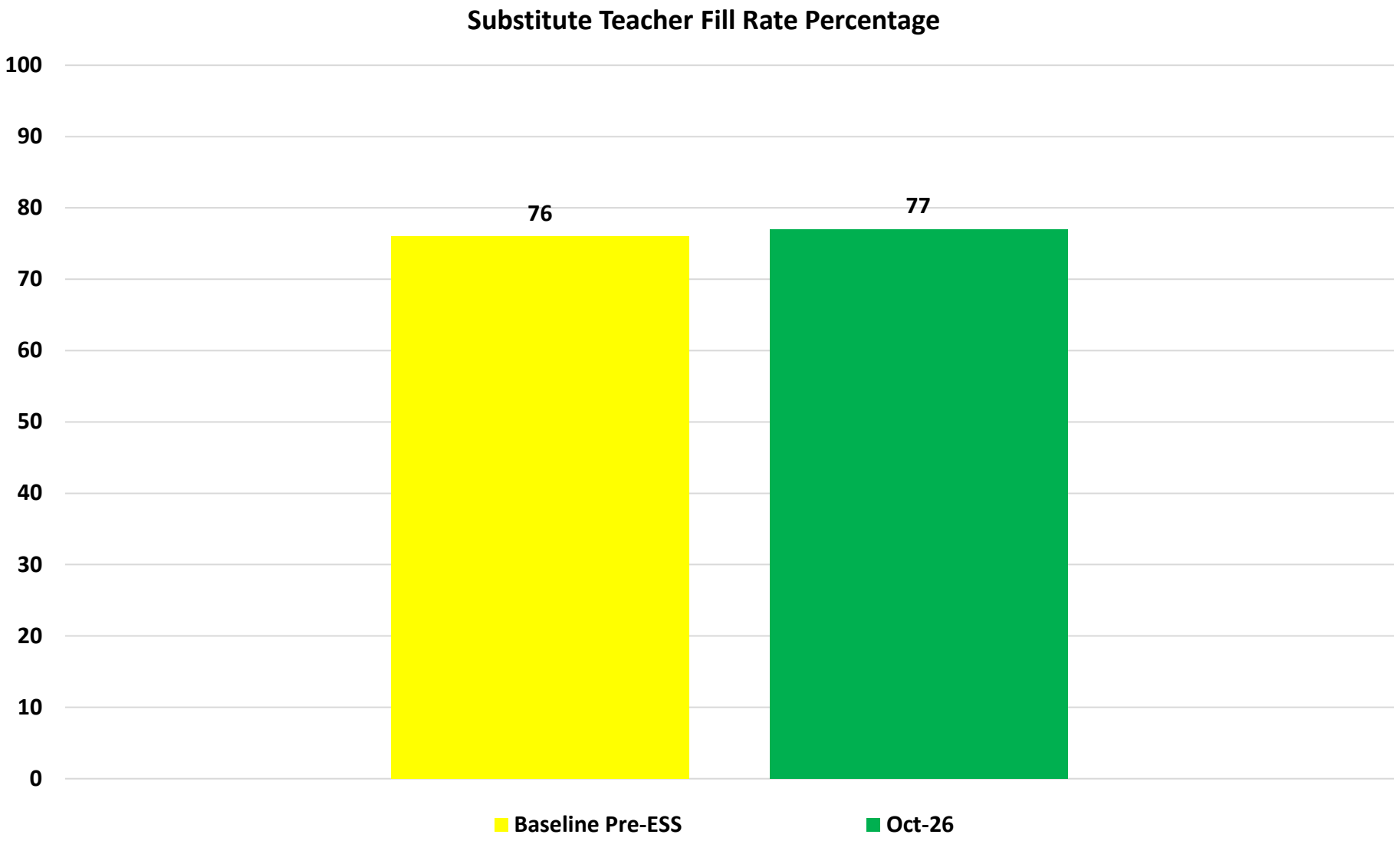
2026-2027 MISD Dashboard

Department	Key Strategic Measures	Data Collected, Managed, and Reported by
Human Resources – Focus on Teacher Retention, Top Ranking Salaries, and Customer Satisfaction	5.1 % Teacher Retention Rate 5.2 Increase Substitute Fill Rate 5.3 Staff Survey - % Satisfied	Dr. Jennifer Stoecker

Leading Indicator Measure	Reported By	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July
5.1 % Teacher Retention Rate	Dr. Stoecker								X				529
5.2 Increase Substitute Fill Rate	Dr. Stoecker			X			X			X			X
5.3 Staff Survey - % Satisfied	Dr. Stoecker											X	

5.2 Increase Substitute Fill Rate





BOY Status for this Measure

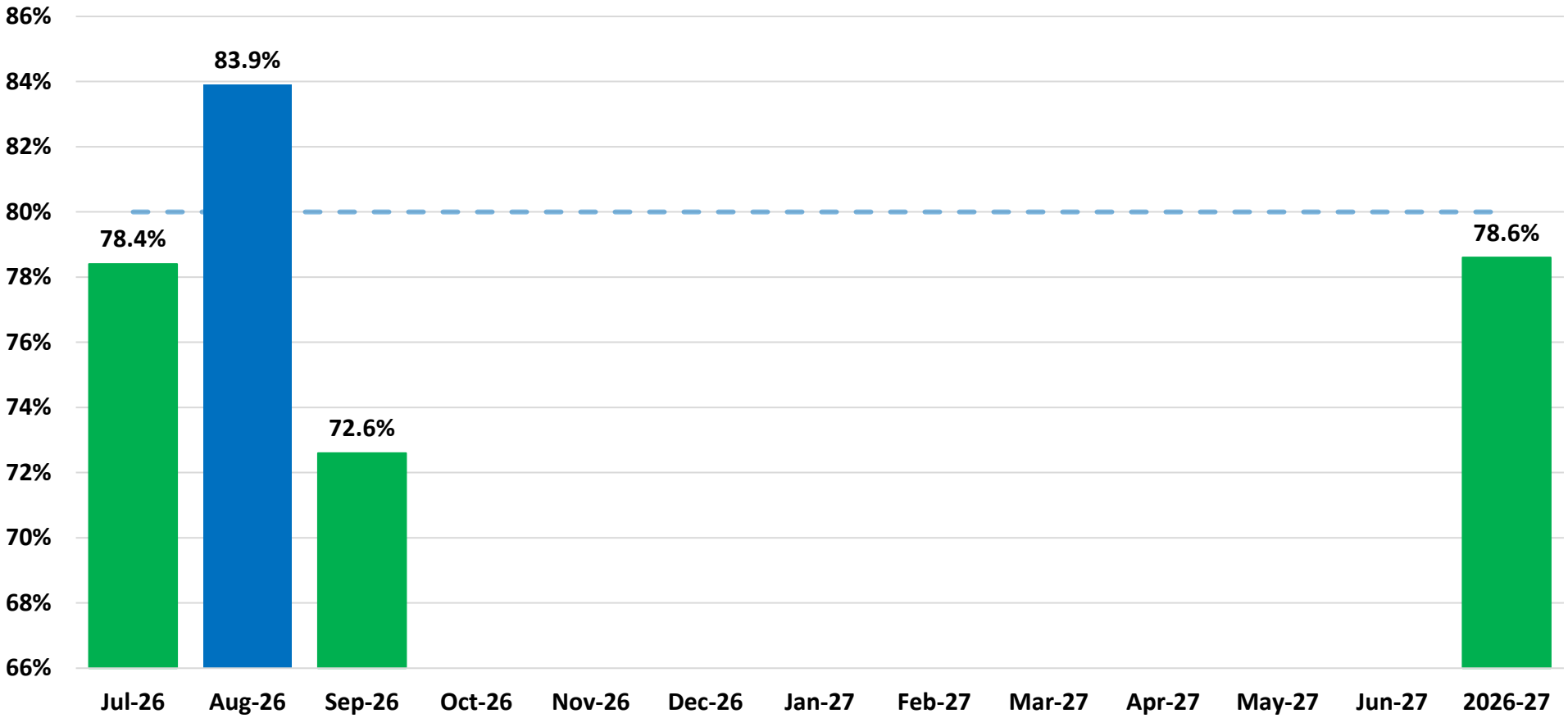
- ≥ 88% - 90%
- 77% - 87%
- 71% - 76%
- ≤ 70%

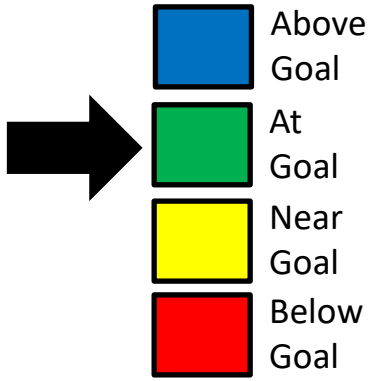
2026-2027 MISD Dashboard

Department	Key Strategic Measures	Data Collected, Managed, and Reported by
Facilities and Operations – Focus on Operational Excellence	7.1 % of Completed Preventative Maintenance Work Orders 7.2 % of Custodial Workers Compensation Claims Filed 7.3 % of ECD Student Meal Participation	Mrs. Rita Denton

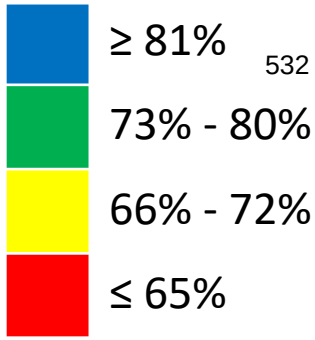
Leading Indicator Measure	Reported By	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July
7.1.1 % of Completed Preventative Maintenance Work Orders	Mrs. Denton				X		X		X		X		X
7.1.2 % of Total Maintenance Work Orders Completed within 5 Business Days	Mrs. Denton	X		X			X			X			X
7.2.1 % of Custodial Workers Compensation Claims Filed	Mrs. Denton			X			X			X			X
7.2.2 % of Custodial Work Orders Completed within 5 Business Days	Mrs. Denton												
7.3.1 % of ECD Student Meal Participation	Mrs. Denton			X		X		X		X		X	
7.3.2 Decrease Food Cost Margin	Mrs. Denton		X			X			X			X	
7.4.1 2024 Bond Program % Under Budget	Mrs. Denton	X		X		X		X		X		X	
7.5.1 Energy Management Cost Avoidance	Mrs. Denton				X		X		X		X		X
7.6.1 District Total Paid Workers' Comp Claims	Mrs. Denton			X		X		X		X		X	
7.7.1 % of Buses On Time Delivery	Mrs. Denton			X		X		X		X		X	

7.1.2 % of Total Maintenance Work Orders Completed within 5 Business Days



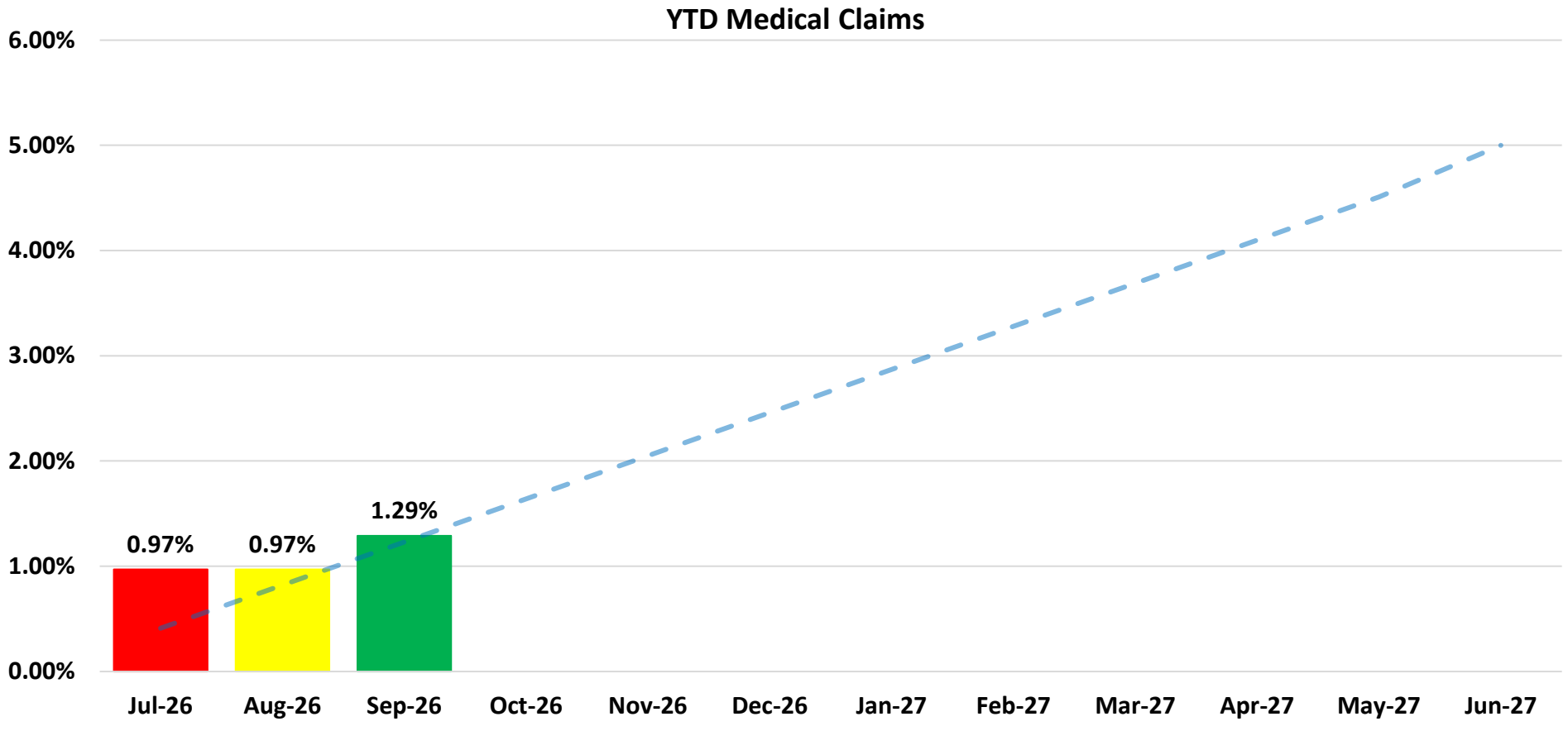


Status for this Measure

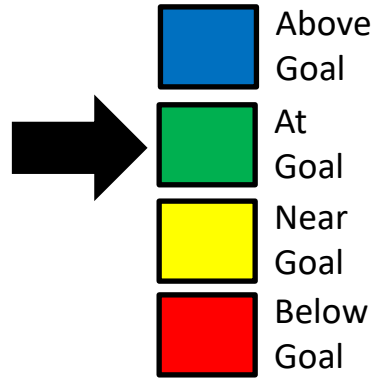


Goal: ≥ 80% annually

7.2.1 % of Custodial Workers Compensation Claims Filed



Goal: < 5% annually



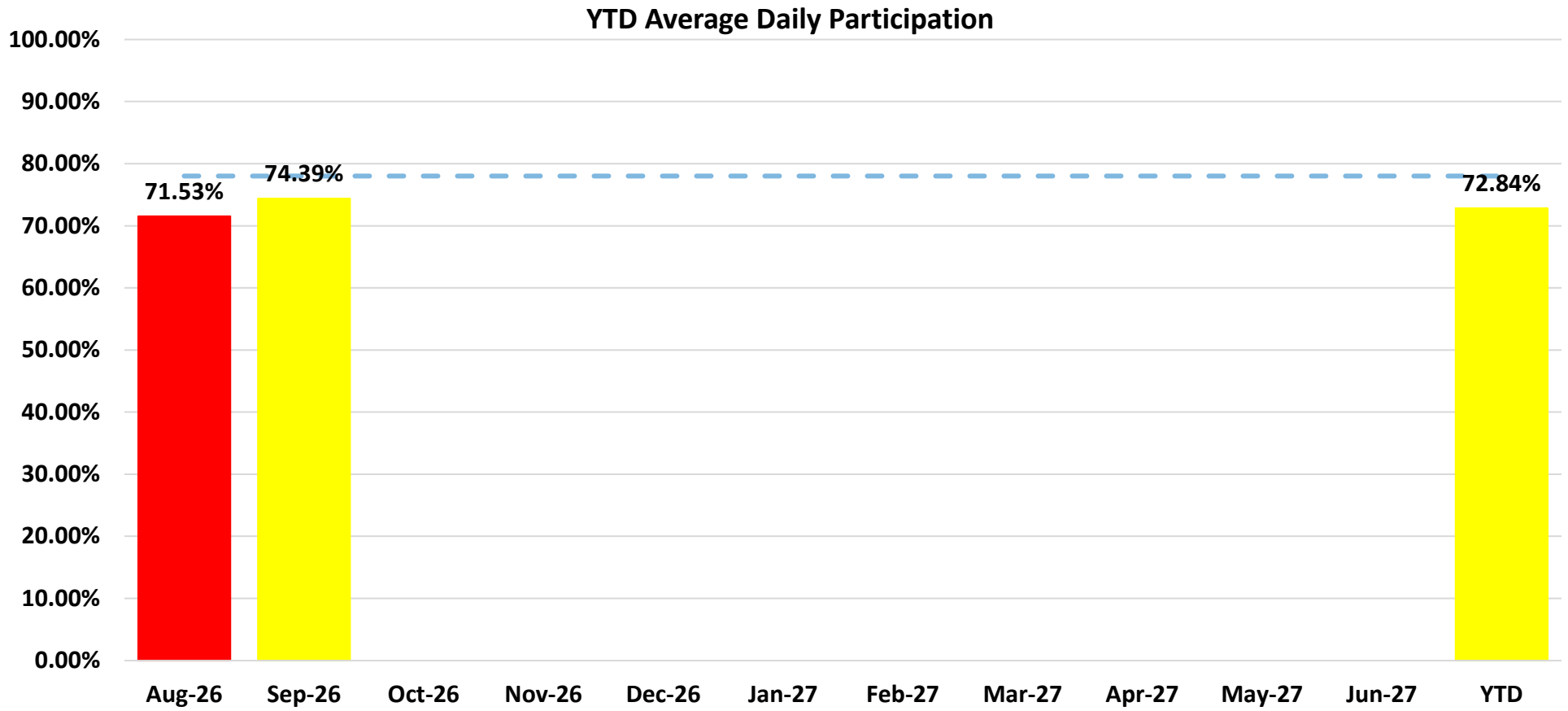
Good

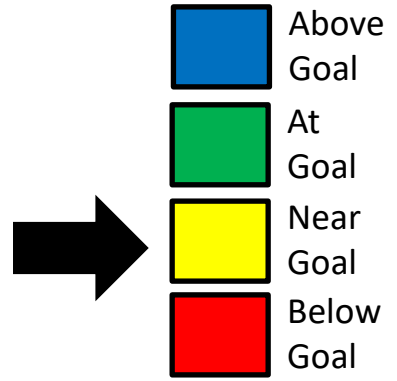
Status for this Measure

- < 1.22%
- 1.23% - 1.64%
- 1.65% -2.05%
- ≥ 2.06%

Measures reflect our YTD goal thresholds to evaluate leading data to determine if we are on target for achieving the annual goal.

7.3.1 % of ECD Student Meal Participation





Good

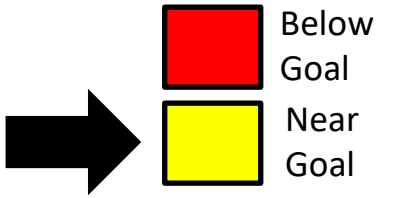
Status for this Measure

- ≥ 79%
- 76% - 78%
- 73% - 75%
- ≤ 72%

Measures reflect our YTD goal thresholds to evaluate leading data to determine if we are on target for achieving the annual goal.

Goal: Serve ≥ 78% of Eligible Students

7.3.1 % of ECD Student Meal Participation



- **What is the problem?**

  The department is below the goal of lunch meal participation for students receiving free and reduced-price meals.

- **Impact statement of the problem:**

  Fewer students are participating in meal service, resulting in reduced annual revenue.

535

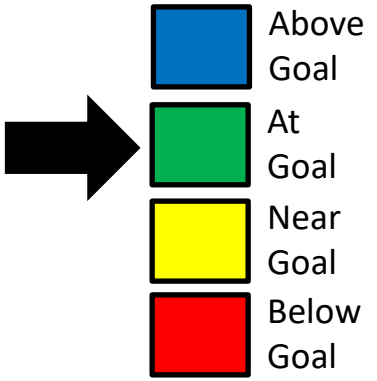
- **Action to be taken:**

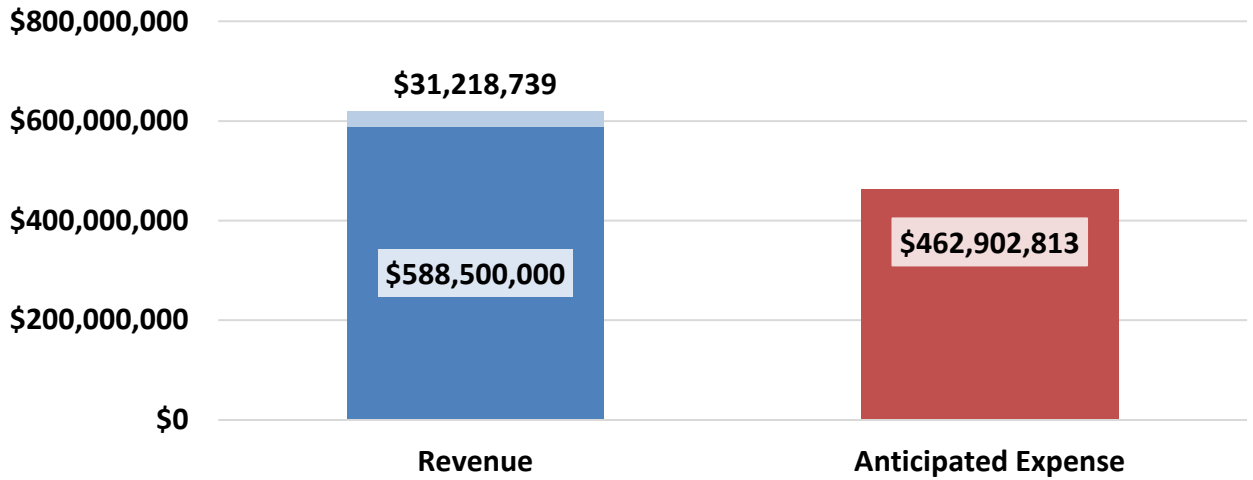
  Analyze cafeteria trends of low participation sites.

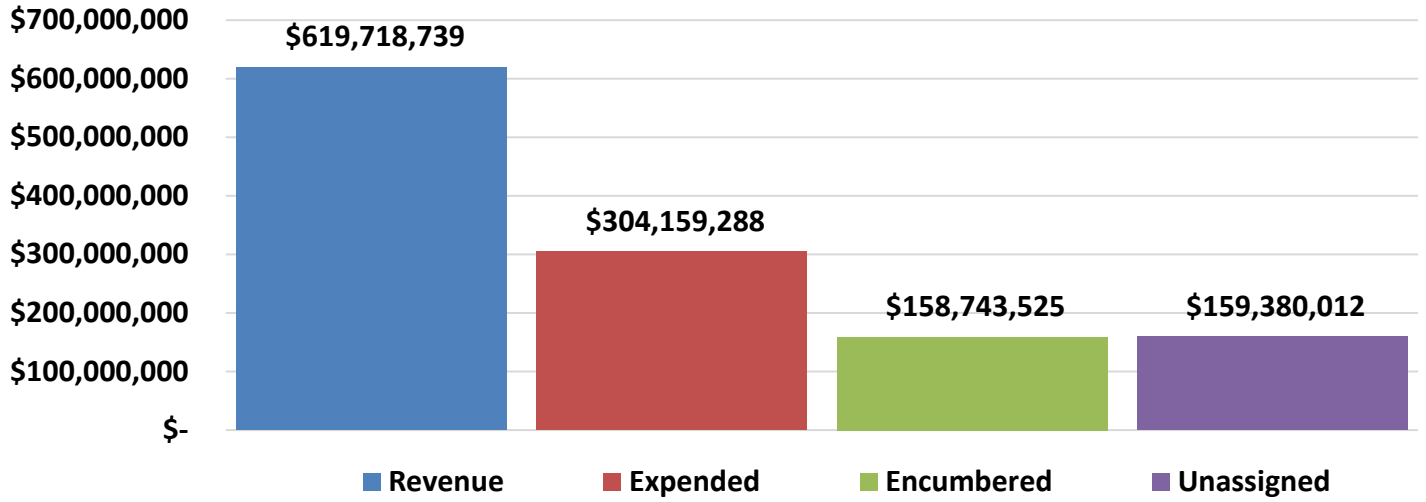
- **When will you give your team and executive council an update?**

  Next month.

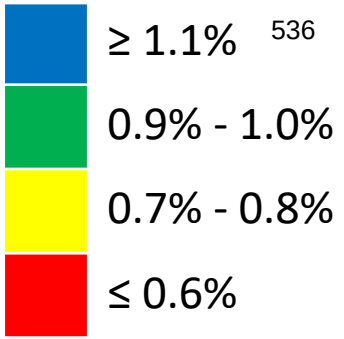
7.4.1 2024 Bond Program % Under Budget





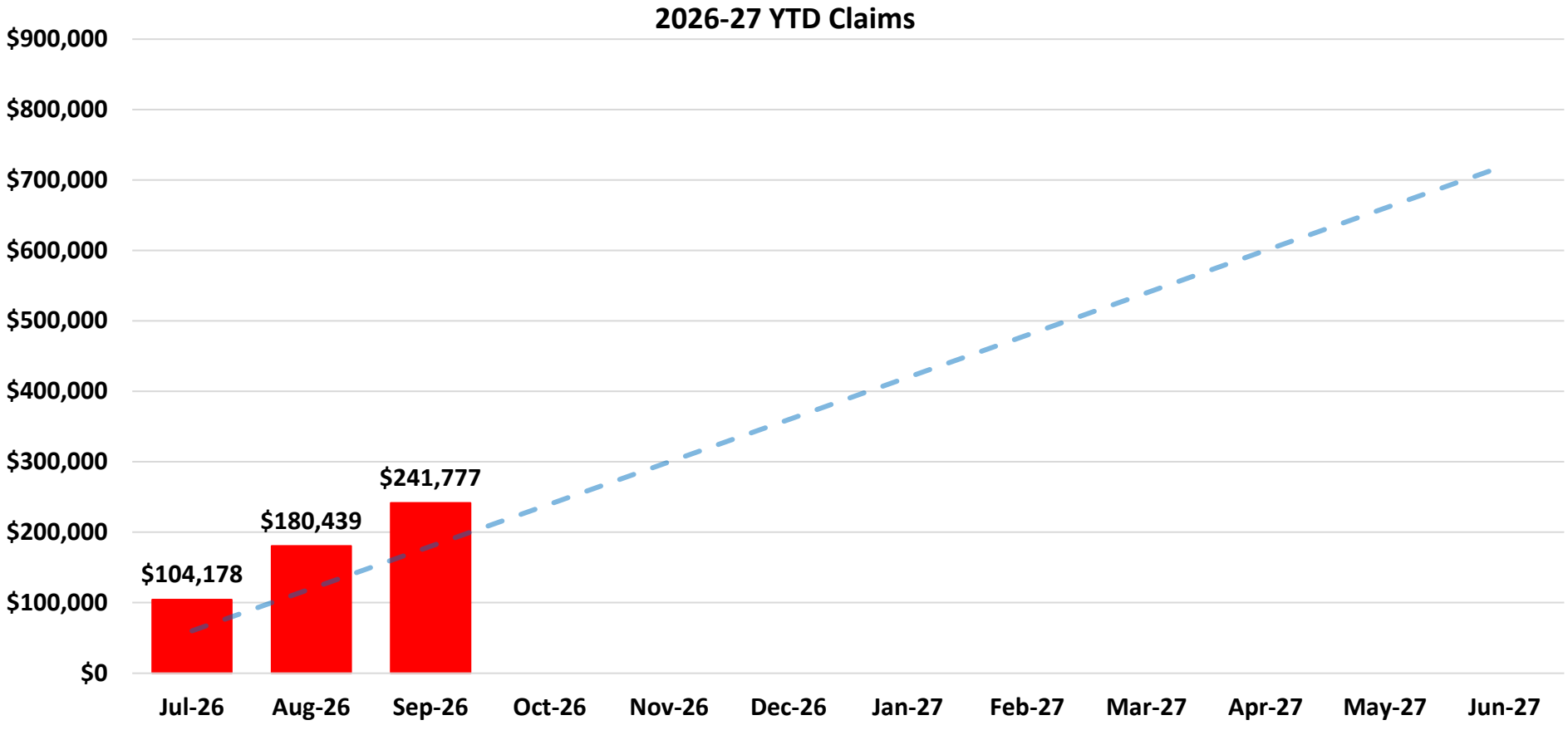


Status for this Measure



Goal: Under Budget ≤ 1.0% or $5.88 million

7.6.1 District Total Paid Workers' Comp Claims



Above Goal
At Goal
Near Goal
Below Goal

Good

Status for this Measure

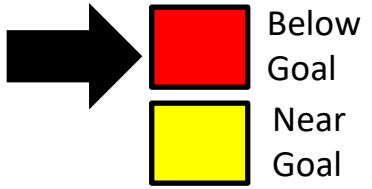
537

≤ $179,999
$180,000 - $198,000
$198,001- $217,801
≥ $217,802

Goal: < $720,000 annually

Measures reflect our YTD goal thresholds to evaluate leading data to determine if we are on target for achieving the annual goal.

7.6.1 District Total Paid Workers' Comp Claims



- **What is the problem?**

  The total paid Workers' Compensation claims exceeded the target each month for Q1.

- **Impact statement of the problem:**

  The impact of this problem is that we are not on track to meet the end-of-year goal.

538

- **Action to be taken:**

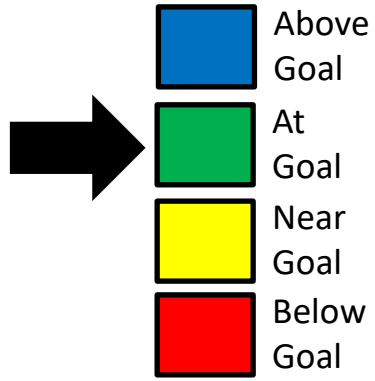
  Risk Management will collaborate with departments with the highest-paid claims to identify, assess, and control risks.

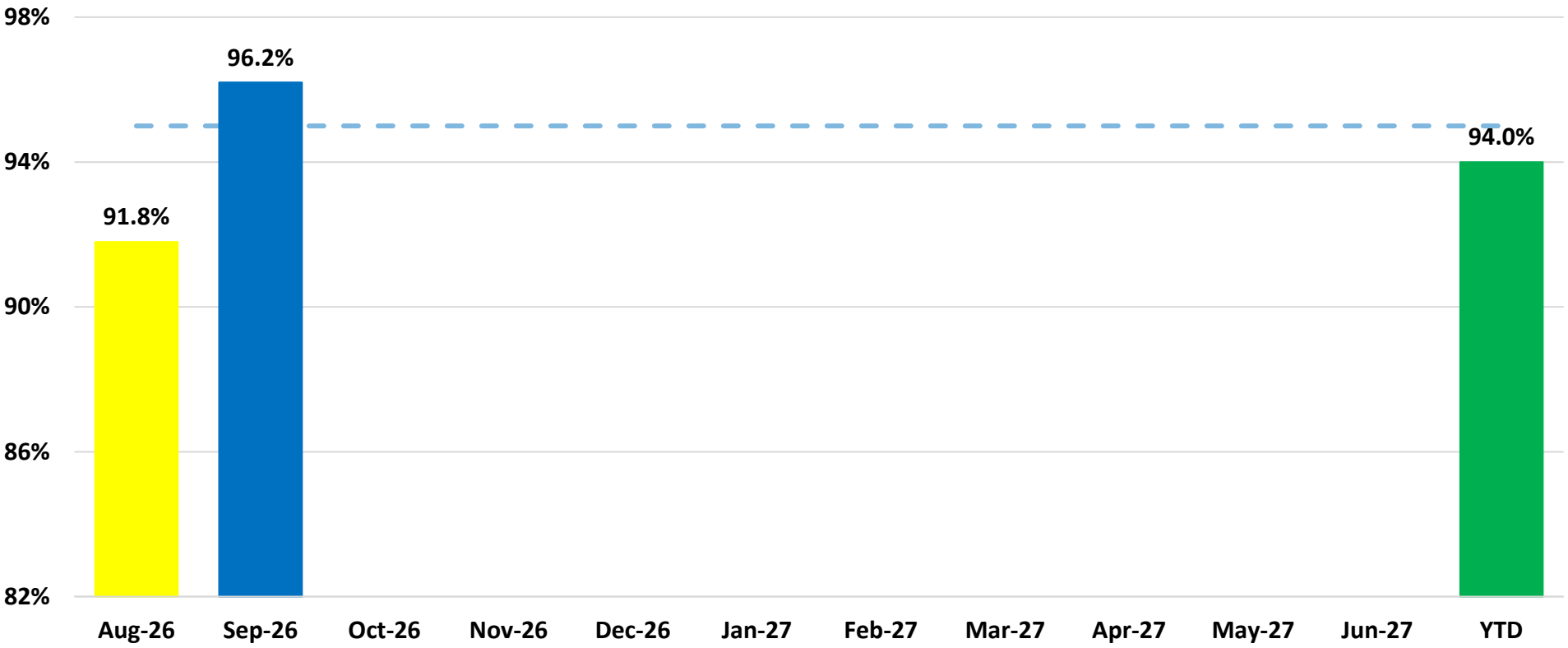
  Risk Management will explore medical expenses paid from July-Sept to identify & assess trends.

- **When will you give your team and executive council an update?**

  Next month.

7.7.1 % of Buses on Time Delivery





Status for this Measure

> 96%	539
93% - 95%	
90% - 92%	
< 89%	

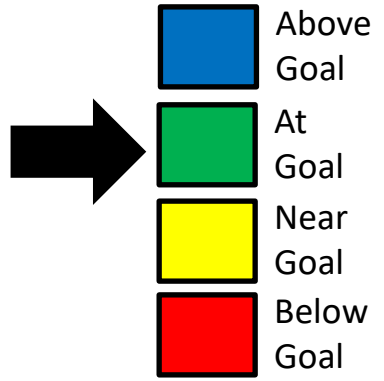
Goal: > 95%

2026-2027 MISD Dashboard

Department	Key Strategic Measures	Data Collected, Managed, and Reported by
Business Services – Focus on Economy and Efficiency with Financial Transparency	8.1 Reduce Budget Deficit 8.2 Accurate & Efficient Financial Services 8.3 Budget/Financial Training for all Stakeholders	Mrs. Monica Irvin

Leading Indicator Measure	Reported By	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July
8.1 Reduce Budget Deficit	Mrs. Irvin					X							X
8.2 Accurate & Efficient Financial Services	Mrs. Irvin			X			X			X			X
8.3 Budget/Financial Training for all Stakeholders	Mrs. Irvin											X	

8.2 Accurate & Efficient Financial Services



1st Quarter Report

- Payroll Accuracy ≥ 99.98%
- 17,158 paychecks processed in 21 regular payroll runs on time.
- 40 corrections processed due to clerical errors.

Status for this Measure

≥ Above Standards

541

Meets Standards

Near Standards

≤ Below Standard

Board of School Trustees
Mansfield Independent School District

TITLE: Enrollment Report **DATE:** October 27, 2026

INFORMATION

BACKGROUND:

Mansfield Independent School District student enrollment was 34,383 on October 8, 2026. The attached exhibit presents the grade-by-grade enrollment for each campus as of that date.

Enrollment in the first week of October 2026 was 341 students lower than the same week in 2025.

CONSIDERATIONS:

- Total District enrollment is 341 students lower than the same week in 2025. This represents a 0.98% decrease in enrollment.
- Grades PK-4 enrollment decreased by 202 students.
- Grades 5-6 enrollment decreased by 26 students.
- Grades 7-8 enrollment decreased by 43 students.
- Grades 9-12 enrollment decreased by 70 students.
- The enrollments reported here are based on information from Skyward Student Data Systems.

RECOMMENDATION:

None. For information only.

Mansfield ISD Enrollment Report

as of 10/8/2026

Campus Name	EE	PK	KG	1	2	3	4	5	6	7	8	9	10	11	12	Total Count of Students
Mansfield Summit HS												561	483	463	409	1,916
Mansfield HS												684	645	628	647	2,604
Mansfield Timberview HS												458	392	414	425	1,689
Mansfield Legacy HS												537	524	474	504	2,039
The Phoenix Academy													4	24	56	84
Mansfield Lake Ridge HS												717	675	668	670	2,730
Mansfield Frontier STEM Acad												102	88	95	80	365
Early College High School												75	83	72	81	311
Tarrant Co JJAEP												1		1		2
Total High Schools												**3,135**	**2,894**	**2,839**	**2,872**	**11,740**
Rogene Worley Middle										323	315					638
T A Howard Middle										349	340					689
Brooks Wester Middle										320	359					679
Danny Jones Middle										410	385					795
James Coble Middle										348	342					690
Linda Jobe Middle										409	429					838
Charlene McKinzey Middle										442	467					909
STEM Academy									100	95	94					289
Total Middle Schools									**100**	**2,696**	**2,731**					**5,527**
Mary Orr Int								290	286							576
Cross Timbers Int								351	343							694
Donna Shepard Int								398	401							799
Della Icenhower Int								282	326							608
Mary Lillard IS								345	332							677
Asa E Low Jr Int								373	321							694
Alma Martinez Int								458	420							878
Total Intermediate Schools								**2,497**	**2,429**							**4,926**
Alice Ponder ES	17	82	99	121	108	123	111									661
Tarver-Rendon ES	10	56	93	93	107	89	96									544
J L Boren ES	15	43	99	102	107	113	109									588
Charlotte Anderson ES	1	33	77	90	73	89	64									427
Glenn Harmon ES	1		42	48	53	97	104	35								380
D P Morris ES	1		76	76	79	102	82									416
Willie Brown ES		36	96	109	107	117	127									592
Kenneth Davis ES			34	50	57	80	112									333
Imogene Gideon ES	1		40	68	43	53	64									269
Erma Nash ES	1	55	94	87	104	91	96									528
Elizabeth Smith ES	12	42	89	122	112	114	140									631
Roberta Tipps ES	5	40	65	84	72	95	82									443
Martha Reid ES	6	41	64	75	79	81	102									448
Thelma Jones ES	11		51	61	82	67	89									361
Mary Jo Sheppard ES	2	52	56	60	74	88	67									399
Janet Brockett ES	6		54	67	78	71	88									364
Anna May Daulton ES	1	51	115	112	107	119	125									630
Cora Spencer ES	1	55	102	99	119	114	106									596
Louise Cabaniss ES	2	44	74	67	99	75	77									438
Carol Holt ES	14	43	65	63	76	78	100	43								482
Annette Perry ES	5	91	117	106	118	105	121									663
Judy Miller ES	4	49	75	88	65	85	69									435
Nancy Neal ES	5	39	68	90	86	72	84									444
Academy for Early Learners	18	332														350
Brenda Norwood ES	3		116	122	150	187	190									768
Total Elementary Schools	**142**	**1,184**	**1,861**	**2,060**	**2,155**	**2,305**	**2,405**	**78**								**12,190**
Total Count of Students	**142**	**1,184**	**1,861**	**2,060**	**2,155**	**2,305**	**2,405**	**2,575**	**2,529**	**2,696**	**2,731**	**3,135**	**2,894**	**2,839**	**2,872**	**34,383**

Board of School Trustees
Mansfield Independent School District

TITLE: Attendance Percentage Report **DATE:** October 27, 2026

INFORMATION

BACKGROUND:

Mansfield Independent School District Attendance Percentage Report is a campus-by-campus report from August 12, 2026, through October 16, 2026.

The attendance percentages reported here are based on the attached information from Skyward Data Services.

RECOMMENDATION:

This report is for information only and requires no action.

ADA Template Parameters

ADA Report

Calendar Low	Calendar High	Grad Yr Low	Grad Yr High	Race Low	Race High	Student Type Low	Student Type High	Date Low	Date High	Totals By	Report Type
		Processed By									
	ZZZ	0000	9999	ZZZ			ZZZ	08/12/2026	10/16/2026	Entity	Summary Only
		Student Range									

Processed Entities: 002,003,004,005,006,007,008,009,041,042,043,044,045,046,047,101,103,105,106,107,109,110,111,112,113
114,115,116,117,118,119,120,121,122,123,124,125,126,127,128,201,202,204,205,206,207,208,304,944,999

Excluded Entities: 030,038,902,907

Entity	Name	Cal	Operational Days	Grade Level	Total Days Membership	Total Ineligible Days Present	Total Eligible Days Present	Refined ADA	Percentage Of Attendance
002	Mansfield Summit HS	002	44	ALL	83549.5	0.0	78877.0	1792.66	94.41
003	Mansfield HS	003	44	ALL	113586.5	0.0	109221.0	2482.30	96.16
004	Mansfield Timberview	004	44	ALL	73547.5	0.0	69795.5	1586.26	94.90
005	Mansfield Legacy HS	005	44	ALL	90000.5	0.0	86012.0	1954.82	95.57
006	The Phoenix Academy	006	44	ALL	2870.0	0.0	2429.0	55.20	84.63
007	Mansfield Lake Ridge	007	44	ALL	119584.0	0.0	115194.0	2618.05	96.33
008	Mansfield Frontier S	008	44	ALL	15973.0	0.0	15648.0	355.64	97.97
009	Early College High S	009	44	ALL	6946.0	0.0	6838.0	155.41	98.45
		TCC	45	ALL	6878.0	0.0	6731.0	149.58	97.86
041	Rogene Worley Middle	041	44	ALL	27919.0	0.0	27061.0	615.02	96.93
042	T A Howard Middle	042	44	ALL	29910.0	0.0	28187.0	640.61	94.24
043	Brooks Wester Middle	043	44	ALL	29812.0	0.0	28803.0	654.61	96.62
044	Danny Jones Middle	044	44	ALL	34937.0	0.0	33911.0	770.70	97.06
045	James Coble Middle	045	44	ALL	29968.0	0.0	28953.0	658.02	96.61
046	Linda Jobe Middle	046	44	ALL	36541.0	0.0	35070.0	797.05	95.97
047	Charlene McKinzey Mi	047	44	ALL	39815.0	0.0	38856.0	883.09	97.59
101	Alice Ponder ES	101	44	ALL	24727.0	0.0	23701.0	538.66	95.85
		PK	44	ALL	1791.5	0.0	1683.0	38.25	93.94
103	Tarver-Rendon ES	103	44	ALL	21037.5	0.0	19987.0	454.25	95.01
		PK	44	ALL	1134.0	59.0	994.0	22.59	92.86
105	J L Boren ES	105	44	ALL	23596.5	3.0	22917.5	520.85	97.14
		PK	44	ALL	953.0	461.5	448.5	10.19	95.49
106	Charlotte Anderson E	106	44	ALL	16878.0	0.0	16306.0	370.59	96.61
		PK	44	ALL	708.0	163.5	504.5	11.47	94.35
107	Glenn Harmon ES	107	44	ALL	16433.0	0.0	15791.0	358.89	96.09
109	D P Morris ES	109	44	ALL	18016.0	0.0	17377.0	394.93	96.45
110	Willie Brown ES	110	44	ALL	24181.0	0.0	23399.0	531.80	96.77
		PK	44	ALL	760.0	215.5	522.5	11.88	97.11
111	Kenneth Davis ES	111	44	ALL	14585.0	0.0	13983.0	317.80	95.87
112	Imogene Gideon ES	112	44	ALL	11698.0	0.0	11112.0	252.55	94.99
113	Erma Nash ES	113	44	ALL	20668.0	0.0	19906.0	452.41	96.31
		PK	44	ALL	1177.0	41.5	1075.0	24.43	94.86
114	Elizabeth Smith ES	114	44	ALL	25536.0	0.0	24783.0	563.25	97.05
		PK	44	ALL	863.5	64.5	757.5	17.22	95.19
115	Roberta Tipps ES	115	44	ALL	17502.5	0.0	17047.0	387.43	97.40
		PK	44	ALL	891.5	139.5	719.5	16.35	96.35
116	Martha Reid ES	116	44	ALL	17553.5	0.0	16959.5	385.44	96.62
		PK	44	ALL	891.0	128.0	716.0	16.27	94.73
117	Thelma Jones ES	117	44	ALL	15482.0	0.0	14900.5	338.65	96.24
118	Mary Jo Sheppard ES	118	44	ALL	15055.5	0.0	14416.5	327.65	95.76
		PK	44	ALL	1132.0	230.0	854.5	19.42	95.80
119	Janet Brockett ES	119	44	ALL	15744.0	0.0	15127.0	343.80	96.08
120	Anna May Daulton ES	120	44	ALL	25414.5	0.0	24715.5	561.72	97.25
		PK	44	ALL	1132.0	240.0	847.0	19.25	96.02
121	Cora Spencer ES	121	44	ALL	23908.0	0.0	23188.0	527.00	96.99
		PK	44	ALL	1221.5	407.5	766.5	17.42	96.11
122	Louise Cabaniss ES	122	44	ALL	17046.5	0.0	16366.5	371.97	96.01
		PK	44	ALL	947.5	22.0	888.0	20.18	96.04
123	Carol Holt ES	123	44	ALL	18937.0	0.0	18245.5	414.67	96.35
		PK	44	ALL	919.5	160.0	699.0	15.89	93.42
124	Annette Perry ES	124	44	ALL	24904.0	39.0	24022.0	545.95	96.62
		PK	44	ALL	1971.5	107.0	1766.0	40.14	95.00

Entity	Name	Cal	Operational Days	Grade Level	Total Days Membership	Total Ineligible Days Present	Total Eligible Days Present	Refined ADA	Percentage Of Attendance
125	Judy Miller ES	125	44	ALL	16797.5	0.0	16245.0	369.20	96.71
		PK	44	ALL	1073.0	525.0	503.0	11.43	95.81
126	Nancy Neal ES	126	44	ALL	17623.0	0.0	17110.5	388.88	97.09
		PK	44	ALL	864.0	235.5	602.0	13.68	96.93
127	Academy for Early Le	127	44	ALL	371.0	21.5	319.0	7.25	91.78
		PK	44	ALL	7028.5	532.0	6101.0	138.66	94.37
128	Brenda Norwood ES	128	44	ALL	33711.0	0.0	32866.0	746.95	97.49
201	Mary Orr Int	201	44	ALL	24994.0	0.0	24132.0	548.45	96.55
202	Cross Timbers Int	202	44	ALL	30206.0	0.0	28776.0	654.00	95.27
204	Donna Shepard Int	204	44	ALL	34857.0	0.0	33553.0	762.57	96.26
205	Della Icenhower Int	205	44	ALL	26379.0	0.0	25221.0	573.20	95.61
206	Mary Lillard IS	206	44	ALL	29635.0	0.0	28953.0	658.02	97.70
207	Asa E Low Jr Int	207	44	ALL	30459.0	0.0	29503.0	670.52	96.86
208	Alma Martinez Int	208	44	ALL	38713.0	0.0	37729.0	857.48	97.46
304	Tarrant Co JJAEP	304	48	ALL	90.0	0.0	82.0	1.71	91.11
944 (043)	STEM Academy	944	44	ALL	12747.0	0.0	12528.0	284.73	98.28
	REPORT TOTALS:				1472782.0	3795.5	1413302.0	32116.96	96.22

********** End of report **********

Board of School Trustees
Mansfield Independent School District

TITLE: State Intruder Detection Audits **DATE:** October 27, 2026

INFORMATION

BACKGROUND:
Mansfield Independent School District State Door Audit Reports information must be shared with the Board and the public.

Notice of Intruder Detection Audits conducted by the TxSSC and a corrective action are to be put into place. By rule, information must be given at a high and non-descriptive level. Agenda from the school board meeting that reflect a summary of information from the Intruder Detection Audit must then be sent to the Texas Safety School Center.

RECOMMENDATION:
This report is for information only and requires no action.

MISD State Intruder Detection Reports 10-15-2026

Notice of Intruder Detection Audits conducted by the TxSSC and a corrective action are to be put into place. By rule, information must be given at a high and non-descriptive level. Agenda from the school board meeting that reflect a summary of information from the Intruder Detection Audit must then be sent to the Texas Safety School Center.

State Intruder Detection				
Number of Audits	11 Total	7 Elementary	2 Int/Mid School	2 High School
Findings	0 New	0 Exterior Door	0* Interior Door	0 Visitor Entry
Corrective Action / Dates	N/A		N/A	
Safety and Security Committee	N/A			
School Board Agenda	N/A			
Sentinel Report Submitted	N/A			
MISD Intruder Campus Detections	1,349 Safety Walks district-wide			

*classroom door audits are performed, however effective school year 2023-2024, deficiencies do not create a finding.

Board of School Trustees
Mansfield Independent School District

TITLE: Approved Student Trips **DATE:** October 27, 2026

INFORMATION

BACKGROUND:

Board Policy FMG (Local) allows students to participate in school-sponsored trips. This policy designates the Superintendent to approve such trips upon recommendation of the Principal andAssociate Superintendent.

The attached student trips have been approved.

RECOMMENDATION:

This report is for information only and requires no action.

STUDENT TRAVEL- DAY TRIPS

School	Trip Coordinator	Group	Destination	Date	Days Out	# of Students	Admin. Attending	Ratio	Transportation	Purpose
Mansfield HS	Chanelle Davis Roberts	FFA	Arlington ISD AG Center, Dalworthington Gardens, TX	Sept. 8, 2026	1	14	No	1:04	Other	Students will attend the District 7 FFA fall meeting.
James Coble MS	Benjamin Roberts	Choir	Urban Air, Mansfield, TX	Sept. 17, 2026	1	300	Yes	1:07	Other	Foster collaboration in choir.
Ben Barber Career Tech	Misty Smitherman	Automotive Department	TSTC, Waco, TX	Sept. 17, 2026	1	105	No	1:35	School Bus	Post secondary education.
Glenn Harmon ES	Udonna Lowery	3rd Grade	MISD Natatorium, Mansfield, TX	Sept. 23, 2026	1	97	No	1:20	School Bus	Water Safety
Ben Barber Career Tech	Chanelle Davis Roberts	FFA	Camp Copass, Denton, TX	Sept. 23, 2026	1	14	No	1:07	Other	Attend the Area V FFA Greenhand Camp.
Timberview HS	Monique Gaskin	AFJROTC	Coble Middle School, Mansfield, TX	Oct. 1, 2026	1	14	No	1:07	Other	AFJROTC team recruits students and introduces opportunities available in JROTC.
Lake Ridge HS	Sharon Hallmark	Theatre	Fort Worth Zoo, Fort Worth, TX	Oct. 1, 2026	1	50	No	1:15	School Bus	Study animals for Madagascar, learn mannerisms and noises.
James Coble MS	Benjamin Roberts	Choir	Cinemark, Mansfield, TX	Oct. 2, 2026	1	135	No	1:07	School Bus	Foster collaboration in choir.
Annette Perry ES	Jasmine Williams	2nd Grade	Summit High School, Mansfield, TX	Oct. 2, 2026	1	125	No	1:22	School Bus	Students will experience a real-life play performed by Summit HS students.
TA Howard MS	Melanie Ludwig	Advanced Theatre	Summit High School, Arlington, TX	Oct. 2, 2026	1	48	No	1:15	School Bus	Student will experience a real-life play performed by Summit HS students.
Timberview HS	Orlando Salas	AFJROTC	Mansfield High School, Mansfield, TX	Oct. 3, 2026	1	20	No	1:05	Other	Competing in a drill meet gives AFJROTC cadets an opportunity to demonstrate their discipline, teamwork, leadership, and military drill skills in a competitive environment.
Donna Shepard IS	Cymbre Denise Penwarden	Jr. FFA	State Fair of Texas, Dallas, TX	Oct. 7, 2026	1	25	No	1:10	School Bus	The State Fair of Texas invites teachers and students to experience each of these pillars through several activities throughout Af Awareness Day.
Linda Jobe MS	Jon Cady	Jr. FFA	State Fair of Texas, Dallas, TX	Oct. 7, 2026	1	35	Yes	1:05	School Bus	The Jr. FFA students will be attending AG Awareness Day, hosted by the State Fair.
James Coble MS	Jacqueline Ruddick	Band	Vernon Stadium, Mansfield, TX	Oct. 8, 2026	1	50	No	1:10	School Bus	8th Grade Band Night with Timberview HS Band-Side by Side Marching Band experience at Newsom Stadium.
Charlene McKinzey MS	Toyshell Jackson	GT	Mansfield Performing Arts Center, Mansfield, TX	Oct. 8, 2026	1	61	No	1:20	School Bus	8th Grade GT conference.
TA Howard MS	Cheryl Cox	GT	Mansfield Performing Arts Center, Mansfield, TX	Oct. 8, 2026	1	16	No	1:16	School Bus	GT conference.

STUDENT TRAVEL- DAY TRIPS

Timberview HS	Monique Gaskin	AFJROTC	Cedar Hill State Park, Cedar Hill, TX	Oct. 9, 2026	1	25	No	1:08	School Bus	Cadets will receive hands-on instruction in basic fishing, outdoor safety, conservation, teamwork, and responsible decision-making.
Frontier HS	Larita Nunez	AP Gov/Econ/Financial Literacy	Federal Reserve, Dallas, TX	Oct. 13, 2026	1	50	No	1:25	School Bus	Reinforce TEKS for government, economics and personal financial literacy.
Roberta Tipps ES	Kristi Paul	3rd Grade	MISD Natatorium, Mansfield, TX	Oct. 13, 2026	1	95	No	1:20	School Bus	Water safety.
Cora Spencer ES	Renee Simpkins	Kindergarten	Country Critters, Alvarado, TX	Oct. 16, 2026	1	90	No	1:03	School Bus	Science education.
Ben Barber Career Tech	Misty Smitherman	Automotive Department	Texas Motorplex, Ennis, TX	Oct. 16, 2026	1	86	No	1:30	School Bus	The (YES) Program is the only full-time education program in motorsports that provide quality programs.
TA Howard MS	Melanie Ludwig	Jr. Thespian Troupe	Forney ISD, Forney, TX	Oct. 17, 2026	1	30	No	1:15	School Bus	District requirement for program and student workshops.
Alma Martínez IS	Chloe Williams	6th Grade Theatre	Forney ISD, Forney, TX	Oct. 17, 2026	1	40	No	1:10	School Bus	Students will attend professional workshops and compete against other school districts.
Danny Jones MS	Brandon Shreve	Theatre	Forney ISD, Forney, TX	Oct. 17, 2026	1	35	No	1:05	School Bus	Students will attend a theatre workshop/networking event where they will participate in activities, competitions, and workshops about theatre.
Linda Jobe MS	Velocity Brown	Theatre	Forney ISD, Forney, TX	Oct.17, 2026	1	7	No	1:07	Other	Junior Thespian workshops and competitions.
Brooks Wester MS	Angelina Guevara	Theatre	Forney ISD, Forney, TX	Oct. 17, 2026	1	14	No	1:07	School Bus	Theatre education and competitions.
Nancy Neal ES	Melody Lammon	Kindergarten	Mainstay Farm, Cleburne, TX	Oct. 21, 2026	1	63	No	1:02	School Bus	Learning about animal body parts, plant life cycles, and plant parts.
Linda Jobe MS	Courtney Creer	Yearbook	Tarleton University, Fort Worth, TX	Oct. 21, 2026	1	25	No	1:25	School Bus	Explore the latest in design and typography trends, and utilize proven marketing strategies to increase relevance and sales.
Tarver Rendon ES	Brooke Frederick	1st Grade	Fort Worth Zoo, Fort Worth, TX	Oct. 22, 2026	1	100	No	1:03	School Bus	Students will learn animal characteristics, habitats, life cycles, and basic needs through real world observation.
Mary Jo Sheppard ES	Brittani McGrew	Kindergarten	Country Critters, Alvarado, TX	Oct. 22, 2026	1	56	No	1:30	School Bus	Students will engage in the fall theme and the science TEKS.

STUDENT TRAVEL- DAY TRIPS

Charlotte Anderson ES	Gissela Hernandez		Saint John the Apostle Methodist Church, Arlington, TX	Oct. 22, 2026	1	35	Yes	1:03	Other	This event is in line with our pre-k experience, Saavy's market. The students will be learning about the fall season and will have a lesson on pumpkins in the classroom using a pumpkin from the patch to show the various parts of a pumpkin.
James Coble MS	Jacqueline Ruddick	Band	Mansfield Performing Arts Center, Mansfield, TX	Oct. 22, 2026	1	20	No	1:10	School Bus	Students will learn and be coached by a master guest teacher/educator/Clinician.
James Coble MS	Lauren Descoteaux	AVID-8th Grade	Timberview HS, Arlington, TX	Oct. 22, 2026	1	95	No	1:07	School Bus	Students will experience a day in the life in a high school.
Charlotte Anderson ES	Ethel Gallardo Ruano	1st Grade	Fort Worth Museum, Fort Worth, TX	Oct. 22, 2026	1	90	Yes	1:04	School Bus	Students will have a hands-on, interactive learning experience that will extends and reinforces science concepts taught in the classroom.
Erma Nash ES	Christin Gray	Kindergarten	Mainstay Farm, Cleburne, TX	Oct. 22, 2026	1	110	Yes	1:04	School Bus	Educational field trip.
Mary Jo Sheppard ES	Katie Mejia	3rd Grade	Mann House Museum, Mansfield, TX	Oct. 23, 2026	1	85	No	1:22	School Bus	Students will learn about Mansfield's history.
Annette Perry ES	Jasmine Williams	2nd Grade	Dallas Arboretum, Dallas, TX	Oct. 23, 2026	1	125	No	1:08	School Bus	2nd grade field trip.
Danny Jones MS	Melissa Conyers	AVID	TCU, Fort Worth, TX	Oct. 24, 2026	1	100	No	1:05	School Bus	Give the students the opportunity to experience life on a college campus and get to be a "student for a day".
Frontier HS	Larita Nunez	Design Time/Biology	Fort Worth, TX	Oct. 26, 2026	1	60	No	1:20	School Bus	Reinforce biology and design time TEKS.
Nancy Neal ES	Lauren Cooper	1st Grade	Dallas Zoo, Dallas, TX	Oct. 26, 2026	1	86	No	1:03	School Bus	Educational fall field trip.
Erma Nash ES	Lupe Murillo	PreK	Cinemark, Mansfield, TX	Oct. 27, 2026	1	54	Yes	1:02	School Bus	Educational.
Timberview HS	Dallas Williams	Advanced Art and Photo Journalism	Fort Worth Zoo, Fort Worth, TX	Oct. 28, 2026	1	120	No	1:10	School Bus	Students will draw from life and take photos of animals to use as references for future artwork.
Glenn Harmon ES	Udonna Lowery	4th Grade	Performing Arts Center, Mansfield, TX	Oct. 28, 2026	1	101	No	1:20	School Bus	Students will watch the Arlington Symphony perform.
Alma Martínez IS	Carina Parker	6th Grade Orchestra	Meyerson Symphony Association, Dallas, TX	Oct. 28, 2026	1	70	No	1:10	School Bus	Provide students with a live, professional orchestral performance that enhances their understanding of musical composition, history, and cultural arts.
Charlotte Anderson ES	Joshua Hand	Fine Arts	Performing Arts Center, Mansfield, TX	Oct. 28, 2026	1	68	Yes	1:12	School Bus	Fine arts exposure.

STUDENT TRAVEL- DAY TRIPS

Frontier HS	Larita Nunez	AP European History	Kimbell Museum, Fort Worth, TX	Oct. 29, 20026	1	10	No	1:05	Other	Reinforce AP European history standards.
Charlene McKinzey MS	Kristen Hoffner	Orchestra	Meyerson Symphony Center, Dallas, TX	Oct. 29, 2026	1	95	No	1:10	School Bus	Students will have the opportunity to attend a professional orchestra concert.
James Coble MS	Francesca Wright	Orchestra	Ben Barber HS, Mansfield, TX	Oct. 30, 2026	1	10	No	1:10	School Bus	All-District rehearsal.
Nancy Neal ES	Kaitlin Stefanos	2nd Grade	Perot Museum, Dallas, TX	Nov. 2, 2026	1	87	No	1:06	School Bus	The primary purpose of this field trip is to give students hands-on learning experiences that support the 2nd grade science TEKS
Mary Orr IS	Amy Dilday	Science	Perot Museum, Dallas, TX	Nov. 3, 2026	1	170	Yes	1:07	School Bus	Students will explore interactive and real world science concepts.
Della Icenhower IS	Kelly Marino		Spark! Dallas, TX	Nov. 3, 2026	1	51	Yes	1:10	School Bus	Enhance GT students.
Roberta Tipps ES	Michaela Knapp	GT	Fort Worth Museum of Science and History, Fort Worth, TX	Nov. 3, 2026	1	24	No	1:04	School Bus	GT students will have an opportunity to extend their instruction.
Mary Orr IS	Amy Dilday	Science	Perot Museum, Dallas, TX	Nov. 4, 2026	1	115	Yes	1:07	School Bus	Students will explore interactive and real world science concepts.
James Coble MS	Lauren Descoteaux	AVID-8th Grade	UNT, Denton, TX	Nov. 4, 2026	1	50	Yes	1:07	School Bus	Students will experience a day in the life of a college student while exploring the UNT campus.
Mary Lillard IS	Sally Greathouse	Leadership	Camp Thurman, Arlington, TX	Nov. 4, 2026	1	40	Yes	1:10	School Bus	Leadership skills and team work building.
Roberta Tipps ES	Nancy Jones	2nd Grade	Children's Aquarium, Dallas, TX	Nov. 4, 2026	1	71	No	1:03	School Bus	Explore and learn more about the adaptations that will support our biome.
Charolette Anderson ES	Joshua Hand	Fine Arts	Performing Arts Center, Mansfield, TX	Nov. 4, 2026	1	91	Yes	1:13	School Bus	Fine arts exposure.
Tarver Rendon ES	Brooke Frederick	1st Grade	Legacy High School, Mansfield, TX	Nov. 5, 2026	1	100	No	1:20	School Bus	Students will watch Legacy HS students perform Stuart Little.
Thelma Jones ES	Sherrine Biwoule	Kindergarten	Country Critters, Alvarado, TX	Nov. 5, 2026	1	52	No	1:17	School Bus	Kinder students will have a hands-on educational experience where they can learn about farm animals.
Cora Spencer ES	Kelci Helt	1st Grade	Perot Museum, Dallas, TX	Nov. 5, 2026	1	100	No	1:07	School Bus	Students will learn about science.
Lake Ridge HS	Kristi Cannon	Eagle Media	Lewisville High School, Lewisville, TX	Nov. 5, 2026	1	20	No	1:20	School Bus	Leadership best practices & building culture in Eagle Media and our school.

STUDENT TRAVEL- DAY TRIPS

Brenda Norwood ES	Shellie Vansa	2nd Grade	Mainstay Farm, Cleburne, TX	Nov. 5, 2026	1	150	No	1:22	School Bus	Students will be able to observe and describe the stages in the life cycle of bees and pumpkins, identifying patterns that occur in living organisms.
Erma Nash ES	Lupe Murillo	4th Grade	State Capitol, Austin, TX	Nov. 5, 2026	1	110	Yes	1:02	Charter Bus	Education field trip.
Legacy HS	Amy Veselka	Art/ Photo Art	Fort Wroth Botanical Gardens, Fort Worth, TX	Nov. 5, 2026	1	37	No	1:10	School Bus	ADV Art 2 & AP Studio Art will be using sketches & photos for projects to be used in their AP Art Portfolios.
Judy K. Miller ES	Jennifer Griffith	1st Grade	Mainstay Farm, Cleburne, TX	Nov. 6, 2026	1	92	No	1:03	School Bus	Reinforce TEKS taught.
TA Howard MS	Jesse Gruber	AVID	Arlington, TX	Nov. 9, 2026	1	40	Yes	1:10	School Bus	AVID-Students will enjoy the experience of a college campus tour.
Annette Perry ES	Lauryn Page	1st Grade	Legacy High School, Mansfield, TX	Nov. 11, 2026	1	110	No	1:22	No	Story elements and fairytales.
James Coble MS	Benjamin Roberts	Choir	UTA Music Building, Arlington, TX	Nov. 12, 2026	1	165	Yes	1:07	School Bus	Perform as the Music Education Lab Chorus; Clinic w/Dr. John Wayman.
James Coble MS	Francesca Wright	Orchestra	Morton Meyerson Symphony, Dallas, TX	Nov. 12, 2026	1	65	No	1:10	School Bus	Open rehearsal with the Dallas Symphony.
Judy K. Miller ES	Morgan Kahla	Kindergarten	Fort Worth Zoo, Fort Worth, TX	Nov. 12, 2026	1	80	No	1:05	School Bus	Students will see and learn about the animals at the zoo.
Judy K. Miller ES	Caira Loredo	2nd Grade	Perot Museum, Dallas, TX	Nov. 12, 2026	1	61	No	1:05	School Bus	Provide students with a hands-on experience that connects to their second-grade science curriculum.
Ben Barber Career Tech	Misty Smitherman	Automotive Department	TSTC, Waco, TX	Nov. 12, 2026	1	85	No	1:35	School Bus	Post secondary education.
Legacy HS	Lynn Taylor	JROTC	Fort Worth, TX	Nov. 14, 2026	1	20	No	1:10	School Bus	JROTC drill meet.
Legacy HS	Cheryl Cason	AVID	Texas A&M, College Station, TX	Nov. 13, 2026	1	40	Yes	1:10	Charter Bus	Students will have an opportunity to explore a college campus.
Charlotte Anderson ES	April Becker	AVID	Dallas Baptist University, Dallas, TX	Nov. 13, 2026	1	85	Yes	1:04	School Bus	Students will have the opportunity to experience a college environment.
Cora Spencer ES	Lori Potter	2nd Grade	Dallas Zoo, Dallas, TX	Nov. 17, 2026	1	132	No	1:05	School Bus	Educational fall field trip.
Willie Brown ES	Taylor Smith	1st Grade	Legoland, Grapevine, TX	Nov. 17, 2026	1	109	No	1:03	School Bus	Explore science and math topics in STEM environment.
Willie Brown ES	Misty Emms	4th Grade	Texas Rangers, Arlington, TX	Nov. 17, 2026	1	139	No	1:07	School Bus	The ballpark turns into a classroom where students explore the math principles behind baseball, the facility's architecture (including the retractable roof engineering), and team history

STUDENT TRAVEL- DAY TRIPS

James Coble MS	Jacqueline Ruddick	Band	Andretti's, Grand Prairie, TX	Nov. 18, 2026	1	30	No	1:10	School Bus	Students must qualify for this trip by having no missing assignments in any class for the first 2 grading periods.
Donna Shepard IS	Travis Bland	ISLE/FALS	UTA Planetarium, Arlington, TX	Nov. 20, 2026	1	50	No	1:03	School Bus	Reinforce TEKS and inspire kids about space.
Frontier HS	Larita Nunez	APUSH	Medal of Honor Museum, Arlington, TX	Dec. 2, 2026	1	67	Yes	1:15	School Bus	Reinforce AP US History standards.
Brooks Wester MS	Dorian Banks	Orchestra	Alley Cats, Burleson, TX	Dec. 3, 2026	1	80	No	1:20	School Bus	2nd and 3rd year players will compete.
Lake Ridge HS	Kristi Cannon	Eagle Media	Group Dynamix, Carrollton, TX	Dec. 4, 2026	1	50	No	1:25	School Bus	Foster teamwork, encourage problem solving, build camaraderie, and develop communication skills.
James Coble MS	Jacqueline Ruddick	Band	Brockett, Thelma Jones, Gideon, Cabaniss, Icenhower	Dec. 4, 2026	1	45	No	1:10	School Bus	Students will travel to our feeder pattern elementary's and intermediate campuses as a recruitment and performance opportunity.
Judy K. Miller ES	Alexis Crosby	4th Grade	Texas State Capitol, Bullock Museum, Austin, TX	Dec. 4, 2026	1	80	Yes	1:04	Charter Bus	Students will explore Texas history and government while making connections to what they have learned in class.
Annette Perry ES	Randa Van Cleave	PreK	Mainstay Farm, Cleburne, TX	Dec. 4, 2026	1	92	No	TBD	School Bus	Field trip.
Danny Jones MS	Nicholas Pena	Choir	Alley Cats, Burleson, TX	Dec. 4, 2026	1	95	Yes	1:10	School Bus	Competition/performance to meet festival requirement in MISD.
Legacy HS	James Free	JROTC	O.P. Norman Jr. High, Kaufman, TX	Dec. 5, 2026	1	15	No	1:15	School Bus	The JROTC team will compete at the Kaufman Winter Invitational.
Legacy HS	Lynn Taylor	JROTC	Grand Prairie, TX	Dec. 5, 2026	1	25	No	1:12	School Bus	Drill meet competition.
Della Icenhower IS	Jacqueline Ruddick	Band	Timberview HS, Arlington, TX	Dec. 5, 2026	1	65	No	1:10	School Bus	Students will have their first full band performance of the year.
Charlene McKinzey MS	Kristen Hoffner	Orchestra	Martinez IS, Mansfield, TX Chick Fil A, Mansfield, TX	Dec. 9, 2026	1	25	No	1:10	School Bus	Recruitment of future orchestra students.
James Coble MS	Benjamin Roberts	Choir	Northpark Center, Dallas, TX	Dec. 9, 2026	1	35	No	1:05	School Bus	Students will perform Winter Concert music for a live audience in a public venue.
Donna Shepard IS	Elisabeth McConnell	Band	Linda Jobe MS, Mansfield, TX/CiCi's Pizza, Mansfield, TX	Dec. 10, 2026	1	92	No	1:10	School Bus	6th grade students will tour the Jobe band hall and hear the 7th graders perform.
James Coble MS	Benjamin Roberts	Men and Women's Choir	Northeast Mall, Hurst, TX	Dec. 10, 2026	1	150	No	1:05	School Bus	Students will perform a Winter Concert in a public venue.
Roberta Tipps ES	Kristi Paul	3rd Grade	Man House Museum, Mansfield, TX	Dec. 10, 2026	1	95	No	1:05	School Bus	Students will learn the history of Mansfield, TX.
Frontier HS	Larita Nunez	AP World History	Dallas Museum of Art, Dallas, TX	Dec. 11, 2026	1	95	No	1:20	School Bus	Reinforce AP World history standards.

STUDENT TRAVEL- DAY TRIPS

James Coble MS	Francesca Wright	Orchestra	Alley Cats, Hurst, TX	Dec. 11, 2026	1	55	No	1:10	School Bus	Performance before adjucators and practice for UIL season.
Danny Jones MS	Nicholas Pena	Choir	JKM, Cora Spencer, Daulton, Lillard, Mansfield, TX	Dec. 11, 2026	1	47	Yes	1:10	School Bus	Recruitment program.
Timberview HS	Monique Gaskin	AFJROTC	DFW National Cemetery	Dec. 12, 2026	1	30	No	1:07	School Bus	Cadets will be honoring the fallen soldiers by placing a wreath on their tombstone.
Glenn Harmon ES	Udonna Lowery	1st Grade	Texas Roadhouse Restaurant, Mansfield, TX	Dec. 15, 2026	1	50	No	1:12	School Bus	Kitchen tour, food safety, and role play.
Charolette Anderson ES	April Becker	AVID	UTA, Arlington, TX	Dec. 15, 2026	1	70	Yes	1:03	School Bus	Students will tour a college campus.
James Coble MS	Jacqueline Ruddick	Band	Timberview HS, Arlington, TX	Jan. 29, 2027	1	50	No	1:10	School Bus	Fedder pattern alignment event. Student will get a real experience of high School concert season.
Kenneth Davis ES	Amanda Case	3rd Grade	Arlington Skatium, Arlington, TX	Feb. 5, 2027	1	60	No	1:06	School Bus	Students will do hands-on STEM activities through a series of rotations.
Willie Brown ES	Taylor Smith	1st Grade	Casa Mañana, Fort Worth, TX	Feb. 9, 2027	1	109	No	1:03	School Bus	Experience real life drama.
Charlotte Anderson ES	Joshua Hand	Fine Arts	Center for Performing Arts, Mansfield, TX	Feb. 9, 2027	1	72	No	1:12	School Bus	Fine arts exposure.
James Coble MS	Lauren Descoteaux	AVID-7th Grade	TCU, Fort Worth, TX	Feb. 17, 2027	1	56	No	1:07	School Bus	Students will visit and explore a college campus.
Judy K. Miller ES	Morgan Kahla	Kinder	Casa Mañana, Fort Worth, TX	March 24, 2027	1	80	No	1:05	School Bus	Students will watch the Nemo play.
James Coble MS	Benjamin Roberts	Choir	SMU, Dallas, TX	March 30, 2027	1	125	No	1:05	School Bus	The choir will perform as the Music Education Lab Chorus; Clinic w/Dr. Julie Scott
Danny Jones MS	Brandon Shreve	Theatre	Casa Mañana, Fort Worth, TX	March 30, 2027	1	34	No	1:05	School Bus	View a professional live theatre production for the Advanced Theatre class.
Danny Jones MS	Nicholas Pena	Choir	Pinstack, Westlake, TX	April 1, 2027	1	86	Yes	1:10	School Bus	Competition/performance to meet festival requirement in MISD.
Thelma Jones ES	Janelle Tran	1st Grade	Oliver Nature Park, Mansfield, TX	April 23, 2027	1	58	No	1:10	School Bus	Students will get a hands on experience learning about animal adaptations.
James Coble MS	Benjamin Roberts	JV & Varsity Choir	Epic Waters, Grand Prairie, TX	May 3, 2027	1	175	No	1:07	School Bus	Concert Performance and Evaluation.
James Coble MS	Francesca Wright	Orchestra	Epic Waters, Grand Prairie, TX	May 3, 2027	1	65	Yes	1:10	School Bus	Spring festival for performance with judge feedback.
Roberta Tipps ES	Kristi Paual	3rd Grade	Perot Museum, Dallas, TX	May 3, 2026	1	95	No	1:04	School Bus	Students will have a hands-on science activities, STEAM related.

STUDENT TRAVEL- DAY TRIPS

Alma Martínez IS	Carina Parker	6th Grade Orchestra	Epic Waters, Grand Prairie, TX	May 4, 2027	1	70	No	1:10	School Bus	Enhance student musicianship through professional evaluation and educational clinics.
Della Icenhower IS	Jacqueline Ruddick	Band	Epic Waters, Grand Prairie, TX	May 4, 2027	1	60	Yes	1:10	School Bus	Students will perform for judges at an outdoor venue to receive feedback and earn a rating.
James Coble MS	Benjamin Roberts	Choir	Epic Waters, Grand Prairie, TX	May 4, 2027	1	150	No	1:07	School Bus	Concert performance and evaluation.
Brooks Wester MS	Dorian Banks	Orchestra	Epic Waters, Grand Prairie, TX	May 4, 2027	1	100	Yes	1:20	School Bus	Spring trip competition for students to perform their music outside of school for a rating.
James Coble MS	Jacqueline Ruddick	Band	Irving Arts Center, Irving, TX	May 6, 2027	1	44	No	1:10	School Bus	Students will perform at an elite level against other top schools in the area.
James Coble MS	Jacqueline Ruddick	Band	NRH20, North Richland Hills, TX	May 11, 2027	1	100	Yes	1:10	School Bus	Culmination of the year's TEKS and objectives by performing for an esteemed judge for feedback.

STUDENT TRAVEL-OVERNIGHT STAY

School	Trip Coordinator	Group	Destination	Date	Days Out	# of Students	Admin. Attending	Ratio	Transportation	Purpose
Lake Ridge HS	Lauren Bryant	Cross Country	Old Settlers Park, Round Rock TX	Sept. 18, 2026-Sept. 19, 2026	1	14	No	1:07	School Bus	Compete in the state meet course.
Legacy HS	Meredith Conlin		Texas Tech, Lubbock, TX	Oct. 11, 2026-Oct. 12, 2026	2	16	No	1:08	Other	Team building.
Mansfield HS	Natona Davis	JROTC	Fort Knox, KY	Oct. 21, 2026-Oct. 24, 2026	2	22	Yes	1:11	Charter	Cadets will participate in the National JROTC Raider Challenge.
Lake Ridge HS	Jennifer Fulkner	Golf	The Legends Golf Course, Marble Falls, TX	Nov. 5, 2026-Nov. 7, 2026	3	5	No	1:05	Other	To compete on course that are similar to what we would play at state and see different competition than we do in the metroplex.
Lake Ridge HS	Seth Lynn Powers	Golf	The Legends Golf Course, Marble Falls, TX	Nov. 5, 2026-Nov. 7, 2026	3	6	No	1:06	Other	Compete against schools outside of the metroplex and showcase our players.
Summit HS	Amy Gillum	Basketball	Frisco ISD, Frisco, TX	Nov. 12, 2026-Nov. 14, 2026	3	16	No	1:08	Other	Students will fine-tune our basketball skills to prepare us for district
Timberview HS	Kenneth Fudge	Theatre	Gaylord Convention Center, Grapevine, TX	Nov. 18, 2026-Nov. 21, 2026	3	27	No	1:13	School Bus	Texas Thespians Convention.
Lake Ridge HS	Bobbi Cruff	Softball	College Station, TX	Feb. 17, 2027-Feb. 20, 2027	4	20	No	1:10	School Bus	Preparing student athletes for their upcoming competitive softball season.
Timberview HS	Kenneth Fudge	Theatre	New York City, NY	March 11, 2027-March 14, 2027	4	33	Yes		Air	Bi-yearly trip to a Theatre immersed environment where our students can see live performances, take classes with professionals, and experience the possible life after high school.
James Coble MS	Benjamin Roberts	Theatre	Alley Cats, Arlington, TX Arlington Skatium, Arlington, TX	March 26,2027-March 27, 2027	1	200	Yes	1:10	School Bus	Create unique learning and bonding experiences for the students.
Mansfield HS	Josi Alexander	Choir	Branson, MO	April 19, 2027-April 19, 2027	4	40	Yes	1:08	Charter	Students will be a part of a live performance in front of a live concert and be able to perform at a theme park. The students will be able to perform as a show choir

Board of School Trustees
Mansfield Independent School District

TITLE: Facility Rental Revenue **DATE:** October 27, 2026

INFORMATION

BACKGROUND:

Each month, a report is prepared for informational purposes detailing the revenue generated from the rental of the District's facilities for educational, recreational, civic, or social activities in accordance with Board Policy GKD (LOCAL).

CONSIDERATIONS:

The report is updated revenue for July 2025 through October 13, 2026.. The report includes the total monthly rental fees and year to date totals.

RECOMMENDATION:

None. For informational purposes only.

FACILITY RENTAL REVENUE REPORT

OCTOBER 27, 2026

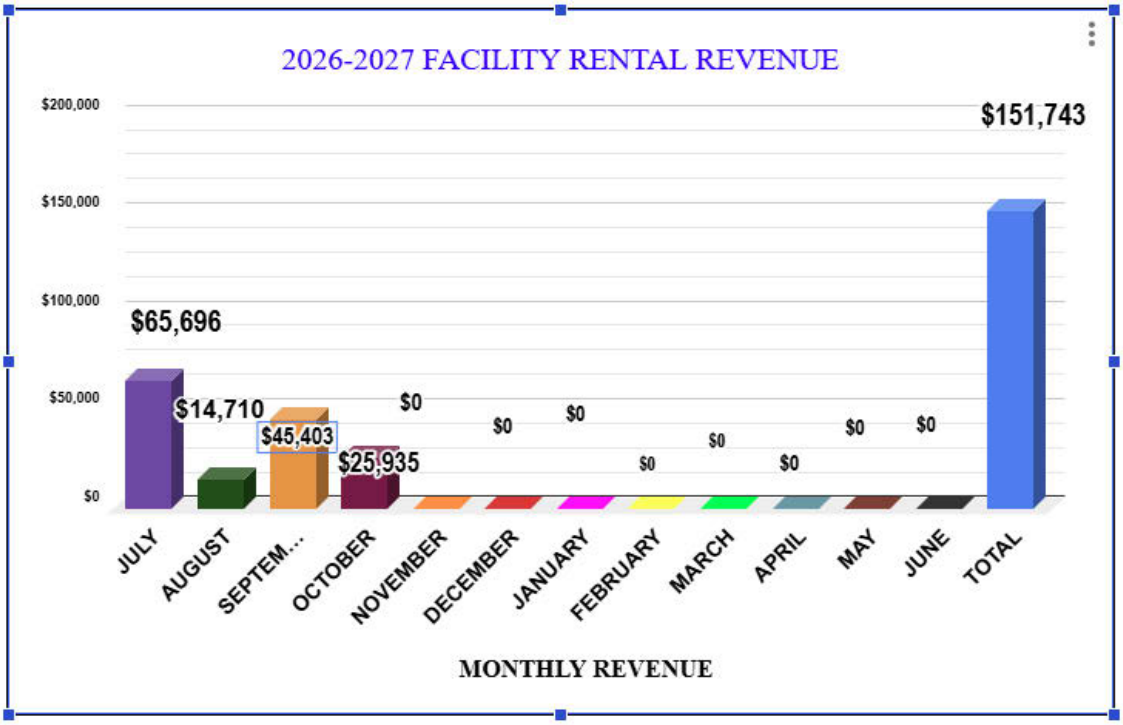


Exhibit 1:

TITLE: Consider Approval of Vendor Recommendation Open-Ended Bids

DATE: October 27th, 2026

BACKGROUND:

We present these to the Superintendent to approve the recommendations as made by the Purchasing Department. All documents related to:

- 26-030- Photography & Yearbook Services prior to closing at 2:00 p.m. on June 25th, 2026
- 27-001- Contracted Services were received and evaluated prior to closing at 2:00 p.m. on June 4th, 2027.
- 27-002- Instructional Materials were received and evaluated prior to closing at 2:00 p.m. on June 4th, 2027.
- 27-003- Technology Software were received and evaluated prior to closing at 2:00 p.m. on June 4th, 2027.
- 27-004- Fundraisers were received and evaluated prior to closing at 2:00 p.m. on June 4th, 2027.
- 27-005- Event Rentals & Services were received and evaluated prior to closing at 2:00 p.m. on June 4th, 2027.
- 27-006- Facilities & Transportation Maintenance Supplies & Services were received and evaluated prior to closing at 2:00 p.m. on June 4th, 2027.
- 27-007- Food Truck Services were received and evaluated prior to closing at 2:00 p.m. on June 4th, 2027.
- 27-008- Restaurants and Catering Services were received and evaluated prior to closing at 2:00 p.m. on November 13, 2026.
- 27-009- General Retail Merchandise, Supplies, and Equipment were received and evaluated prior to closing at 2:00 p.m. on November 13, 2026.

These proposals are open-ended with vendors approved and added throughout the proposal period.
The following bids were received for RFP's:

- 26-030 Photography & Yearbook Services
  - Cady Studios LLC
- 27-001- Contracted Services
  - DBP Audio LLC
- 27-002- Instructional Materials
- 27-003- Technology Software
  - MIND Education
  - Newsela, Inc.
  - Progress Learning LLC
  - Unmanned Safety Institute, Inc
  - Vertical School Partners, LP
- 27-004- Fundraisers
  - Penguin Patch Holiday Shoppe

- 27-005- Event Rentals & Services
    - Blown Away by Gallery A LLC
- 27-006- Facilities & Transportation Maintenance Supplies & Service
    - Williams Air Conditioning & Heating
    - Zimmerer Kubota & Equipment
- 27-007- Food Truck Services
    - Iced out
- 27-008- Restaurants and Catering Services
- 27-009- General Retail Merchandise, Supplies, and Equipment

DATE: October 27, 2026

TO: Dr. Tiffanie Spencer
Superintendent

FROM: Dr. Jennifer Stoecker
Associate Superintendent/HR

RE: **RESIGNATIONS**

NAME:	Mauro Bravo
ASSIGNMENT:	Spanish/Timberview HS
EXPERIENCE:	20 years/8 years w/MISD
REASON:	Career Change
EFFECTIVE DATE:	October 13, 2026

NAME:	Alisha Foster
ASSIGNMENT:	Kindergarten/JL Boren ES
EXPERIENCE:	10 years/3 years w/MISD
REASON:	Health or Family Circumstances
EFFECTIVE DATE:	May 22, 2026

NAME:	Hollis Gordon
ASSIGNMENT:	SPED Inclusion/James Coble MS
EXPERIENCE:	9 years/1year w/MISD
REASON:	Health or Family Circumstances
EFFECTIVE DATE:	October 05, 2026

NAME:	Emily Homler
ASSIGNMENT:	Director of Digital Media & Marketing/Communications
EXPERIENCE:	3 years/3 years w/MISD
REASON:	Career Change
EFFECTIVE DATE:	October 9, 2026

NAME:	Ann Long
ASSIGNMENT:	School Board Liaison/Central Office
EXPERIENCE:	20years/0 years w/MISD
REASON:	Personal
EFFECTIVE DATE:	September 22, 2026

NAME:	Amanda Rambo
ASSIGNMENT:	Choir/Rogene Worley MS
EXPERIENCE:	4 years/2 years w/MISD
REASON:	Health or Family Circumstances
EFFECTIVE DATE:	September 30, 2026

NAME:	Christopher Reynolds
ASSIGNMENT:	Social Studies/Lake Ridge HS
EXPERIENCE:	19 years/4 years w/MISD
REASON:	Retiring
EFFECTIVE DATE:	September 24, 2026

NAME:	Marcy Shirley
ASSIGNMENT:	Registered Nurse/Della Icenhower IS
EXPERIENCE:	0 years/0 years w/MISD
REASON:	Health or Family Circumstances
EFFECTIVE DATE:	September 28, 2026

NAME:	Stephanie Vigil
ASSIGNMENT:	SPED Success/Tarver-Rendon ES
EXPERIENCE:	10 years/6 years w/MISD
REASON:	Health or Family Circumstances
EFFECTIVE DATE:	October 6, 2026

MISD
Mansfield Independent School District

Resignation Reason Summary - 10/27/2026

Reason	Professionals	Para-professionals	Totals
Career Change	2	2	4
Compensation		2	2
Deceased			0
Health/Family Circumstances	5	6	11
Job did not meet expectations		1	1
Limited Promotion Opportunity			0
Personal	1	6	7
Promotion in another district			0
Relocation			0
Retiring	1		1
Employee Misconduct			0
Supervisor/Employee relations			0
Totals	**9**	**17**	**26**

* Reasons given on their exit forms



DATE: September 15, 2026

TO: Dr. Tiffanie Spencer
Superintendent

FROM: Dr. Jennifer Stoecker
Associate Superintendent of Human Resource Services

RE: **NEW HIRES/TRANSFERS**

NAME:	Tonisha Harris
POSITION:	SPED ISLE/Erma Nash ES
DEGREE:	Master's/Tarleton State University
EXPERIENCE:	2 years
START DATE:	September 17, 2026

Dr. Tiffanie Spencer, Superintendent Date 9/15/2026

** Years of experience are self-reported and verified upon receipt of service records.*

DATE: September 21, 2026

TO: Dr. Tiffanie Spencer
Superintendent

FROM: Dr. Jennifer Stoecker
Associate Superintendent of Human Resource Services

RE: **NEW HIRES/TRANSFERS**

NAME:	Evan O'Neal
POSITION:	Speech Language Pathologist-In Training/Special Services
DEGREE:	Master's/Baylor University
EXPERIENCE:	18 years
START DATE:	September 22, 2026

Dr. Tiffanie Spencer, Superintendent 9/21/2026 Date

** Years of experience are self-reported and verified upon receipt of service records.*

DATE: September 24, 2026

TO: Dr. Tiffanie Spencer
Superintendent

FROM: Dr. Jennifer Stoecker
Associate Superintendent of Human Resource Services

RE: **NEW HIRES/TRANSFERS**

NAME:	Sarah Manley
POSITION:	Third Grade/Anna May Daulton ES
DEGREE:	Master's/University of Georgia-Athens
EXPERIENCE:	1 year
START DATE:	September 25, 2026

NAME:	Richard Powell
POSITION:	SPED FALS/Lake Ridge HS
DEGREE:	Bachelor's/University of Texas at Arlington
EXPERIENCE:	14 years
START DATE:	September 25, 2026

Dr. Tiffanie Spencer, Superintendent 9/25/24 Date

** Years of experience are self-reported and verified upon receipt of service records.*

DATE: September 29, 2026

TO: Dr. Tiffanie Spencer
Superintendent

FROM: Dr. Jennifer Stoecker
Associate Superintendent of Human Resource Services

RE: **NEW HIRES/TRANSFERS**

NAME:	Lance Harper
POSITION:	SPED Resource/Summit HS
DEGREE:	Bachelor's/Midwestern State University
EXPERIENCE:	20 years
START DATE:	September 30, 2026

NAME:	Elondreya Rivera
POSITION:	Assistant Principal-Intern/Lake Ridge HS
DEGREE:	Master's/Texas Southern University
EXPERIENCE:	2 years
START DATE:	September 30, 2026

Dr. Tiffanie Spencer, Superintendent 9/30/2026 Date

** Years of experience are self-reported and verified upon receipt of service records.*

DATE: October 1, 2026

TO: Dr. Tiffanie Spencer
Superintendent

FROM: Dr. Jennifer Stoecker
Associate Superintendent of Human Resource Services

RE: **NEW HIRES/TRANSFERS**

NAME:	Janson Cato
POSITION:	Title I Instructional Specialist/James Coble MS
DEGREE:	Master's/University of Texas at Arlington
EXPERIENCE:	9 years
START DATE:	October 2, 2026

Dr. Tiffanie Spencer, Superintendent 10/01/2026 Date

** Years of experience are self-reported and verified upon receipt of service records.*

DATE: October 6, 2026

TO: Dr. Tiffanie Spencer
Superintendent

FROM: Dr. Jennifer Stoecker
Associate Superintendent of Human Resource Services

RE: **NEW HIRES/TRANSFERS**

NAME:	Paul Bell
POSITION:	SPED STAR/Imogene Gideon ES
DEGREE:	Bachelor's/Grand Canyon University
EXPERIENCE:	0 years
START DATE:	October 7, 2026

NAME:	William Howard
POSITION:	Social Studies/Legacy HS
DEGREE:	Bachelor's/Texas Woman's University
EXPERIENCE:	0 years
START DATE:	October 7, 2026

NAME:	Shawn Riley
POSITION:	Business/Lake Ridge HS
DEGREE:	Bachelor's/University of Texas at Arlington
EXPERIENCE:	0 years
START DATE:	October 7, 2026

Dr. Tiffanie Spencer, Superintendent Date 10/6/24

** Years of experience are self-reported and verified upon receipt of service records.*

DATE: October 8, 2026

TO: Dr. Tiffanie Spencer
Superintendent

FROM: Dr. Jennifer Stoecker
Associate Superintendent of Human Resource Services

RE: **NEW HIRES/TRANSFERS**

NAME:	Jennifer Wayment
POSITION:	SPED Resource/James Coble MS
DEGREE:	Bachelor's/Grand Canyon University
EXPERIENCE:	6 years
START DATE:	October 9, 2026

Dr. Tiffanie Spencer, Superintendent 10/08/2026 Date

** Years of experience are self-reported and verified upon receipt of service records.*

Executive Program Summary
October 2026

This report outlines, at an executive review level, the progress planned by the Construction Program Supervisor through October 2026 and key activities planned for November 2026.

PHASE 1 OVERVIEW

Safety Security & Police Building – Construction is progressing and is on track for a December 2026 substantial completion.

Holly Teague Academy – The building structure is nearly completed and interior work will follow. Project is still on track for a substantial completion of spring 2027.

P1, P2, P3 - Middle Schools Fine Arts Additions – All 6 campuses have ongoing construction for the fine arts additions. Substantial completion set for July 2027.

P15 - Ben Barber Innovation Academy and Frontier HS Addition & Renovations – Construction has been progressing with the addition. A February 2027 substantial completion is expected.

A1-A5 - High School Baseball & Softball Turf & Batting Cages – Projects are completed and retainage pay applications have been processed. The 1-year warranty walk is scheduled for December.

P14 - 6th Avenue & Main Transportation – We have received the city permit and discussion regarding the fuel station changes are ongoing.

S2 – Safety & Security Infrastructure District Wide
Access control and camera work is ongoing, and campus maps are completed.

T1 – Fiber Ring
Prop A scope is ongoing, and campus tech upgrades will continue next year.

PHASE 2 OVERVIEW

P4 - Capital Improvements – Anderson ES, Davis ES, Harmon ES, Holt ES, Morris ES, Tipps ES – Majority of capital improvements are completed at Davis, Holt, & Morris.

P7 - Capital Improvements – Daulton ES, Miller ES, Smith ES, Spencer ES, Norwood ES – All projects are substantially completed with repairs being done as needed at each respective campus.

P8 - Capital Improvements – Brockett ES, Cabaniss ES, Gideon ES, Jones ES, Jandrucko ELA – All projects are substantially completed we're working through punch lists.

P9 - Capital Improvements – Mansfield HS, Low IS, Orr IS – Summer work was done at all three campuses. Water heater & wash station replacements are being done in November or December.

P11 - Capital Improvements – Timberview HS, Icenhower IS – Projects are substantially completed and we're working through punch lists.

PHASE 3 OVERVIEW

P4 - Capital Improvements – Anderson ES, Davis ES, Harmon ES, Holt ES, Morris ES, Tipps ES – This package will have Phase 3 scope in summer 2027. Phase 3 campuses with summer 2027 work will be Anderson ES, Harmon ES and Tipps ES.

P5 - Capital Improvements – Boren ES, Brown ES, Nash ES, Perry ES, Reid ES – This package will be bid fall of 2026 for Board approval with a Summer 2027 Construction completion.

P6 - Capital Improvements – Neal ES, Ponder ES, Rendon ES, Sheppard ES – This package will be bid fall of 2026 for Board approval with a Summer 2027 Construction completion.

P10 - Capital Improvements – Summit HS, Cross Timbers IS – This package will be bid fall of 2026 for Board approval with a Summer 2027 Construction completion.

P12 - Capital Improvements – Legacy HS, Shepard IS – This package will be bid fall of 2026 for Board approval with a Summer 2027 Construction completion.

P13 - Capital Improvements – Lake Ridge HS, Lillard IS, McKinzey IS – This package will be bid fall of 2026 for Board approval with a Summer 2027 Construction completion.

SCHEDULE:

The Report for each project is attached herewith.

BUDGET:

The Program Report Summary of expenditures is attached herewith.

The 2024 Bond Program website is complete with progress updates, information, and photos. The website will be consistently updated with project information.

Bond 2024 Funding Summary

• Bond Allocation	$ 588,500,000
• Interest Earned	26,919,128
• Issuance Savings	4,299,611
Total	$ 619,718,739

• Expended	$ 304,159,288
• Encumbered	158,743,525
Total	$ 462,902,813

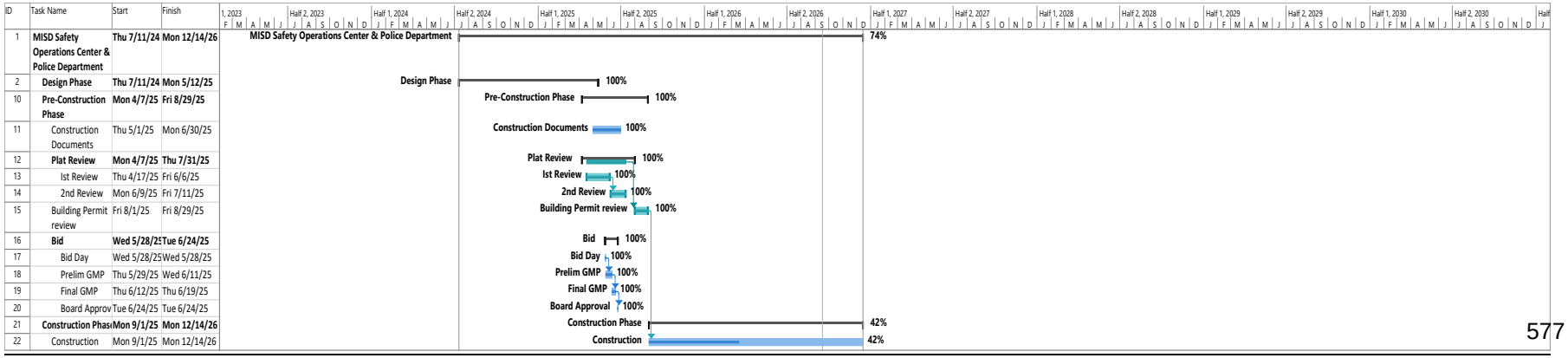
• Unassigned Funds	$ 156,815,926 (Includes Program Contingency)
• Current Year Interest	2,564,086
Total Unassigned	$ 159,380,012

Architect: Huckabee

Contractor: Lee Lewis Construction

Safety Operations Center & Police Department

Schedule Summary



ID	Task Name	Start	Finish
1	**MISD Safety Operations Center & Police Department**	**Thu 7/11/24**	**Mon 12/14/26**
2	**Design Phase**	**Thu 7/11/24**	**Mon 5/12/25**
10	**Pre-Construction Phase**	**Mon 4/7/25**	**Fri 8/29/25**
11	Construction Documents	Thu 5/1/25	Mon 6/30/25
12	**Plat Review**	**Mon 4/7/25**	**Thu 7/31/25**
13	Ist Review	Thu 4/17/25	Fri 6/6/25
14	2nd Review	Mon 6/9/25	Fri 7/11/25
15	Building Permit review	Fri 8/1/25	Fri 8/29/25
16	**Bid**	**Wed 5/28/25**	**Tue 6/24/25**
17	Bid Day	Wed 5/28/25	Wed 5/28/25
18	Prelim GMP	Thu 5/29/25	Wed 6/11/25
19	Final GMP	Thu 6/12/25	Thu 6/19/25
20	Board Approv	Tue 6/24/25	Tue 6/24/25
21	**Construction Phas**	**Mon 9/1/25**	**Mon 12/14/26**
22	Construction	Mon 9/1/25	Mon 12/14/26

577

Cost Summary

Budget Amount $ 26,000,000.00

Contract Award Amount: $25,220,899.00 Change Order: New Contract Amount

Scope of Work

1. The new building to serve the Mansfield Independent School District needs a new Safety, Security, and Police Department.
2. The new facility will include an Emergency Operations Center (EOC).
3. Provide adequate space for all departments and staff.
4. Virtual Training Simulator for officer training.

Status Summary

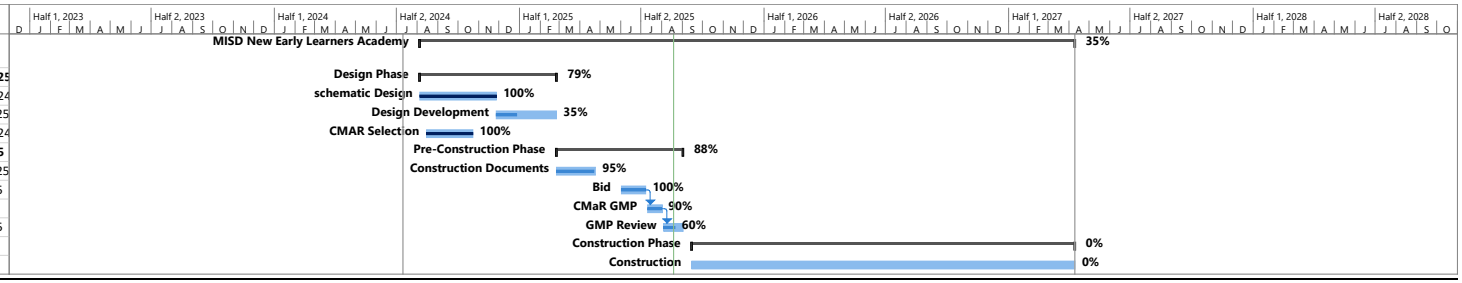
1. Roofing is 75% complete.
2. HVAC ductwork is being installed.
3. Interior studs in areas A & B of the storm shelter are almost complete.
4. Conterra will be installing fiber from Erma Nash to the SOC. Installation date(s) are TBD.
5. Due to permit and weather delays early in the project the new substantial completion date is 12/14/2026. All final inspections will be completed the week of Nov. 30th.

Architect: Huckabee
Contractor: Core Construction

Holly Teague Academy

Schedule Summary

ID	Task Name	Start	Finish
1	**MISD New Early Learners Academy**	**Mon 8/5/24**	**Fri 4/9/27**
2	**Design Phase**	**Mon 8/5/24**	**Mon 2/24/25**
3	schematic Design	Mon 8/5/24	Tue 11/26/24
4	Design Development	Wed 11/27/2	Mon 2/24/25
5	CMAR Selection	Thu 8/15/24	Tue 10/22/24
6	**Pre-Construction Phase**	**Tue 2/25/25**	**Mon 9/1/25**
7	Construction Docume	Tue 2/25/25	Wed 4/23/25
8	Bid	Mon 6/2/25	Mon 7/7/25
9	CMaR GMP	Fri 7/11/25	Fri 8/1/25
10	GMP Review	Mon 8/4/25	Mon 9/1/25
11	**Construction Phase**	**Mon 9/15/25**	**Fri 4/9/27**
12	Construction	Mon 9/15/25	Fri 4/9/27



Budget
$53,000,000.00

578

Cost Summary
Pre-Construction Fee: $ 65,000.00
Contract Award Amount: Change Order: New Contract Amount

Scope of Work
1. Build a New Early Learners Academy

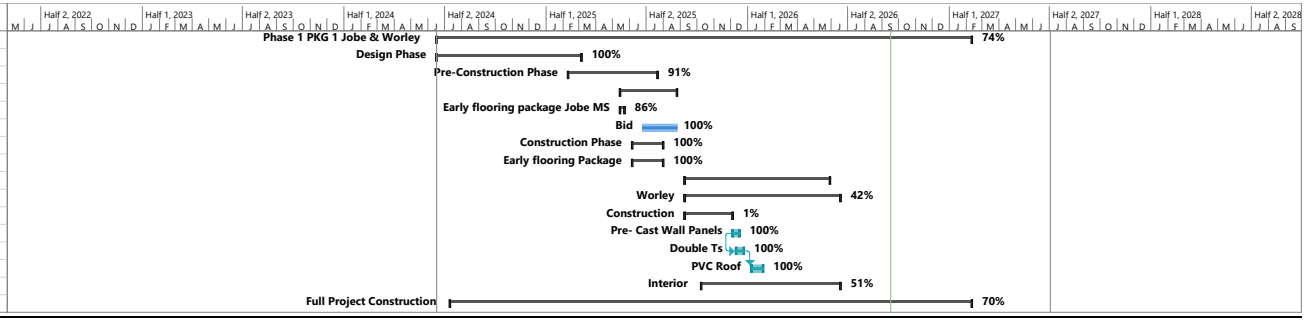
Status Summary
1. Roofing is almost completed.
2. Exterior cold form metal framing has begun.
3. All steel passed on areas A & G. CMU walls are underway in area D.
4. Work on vertical headwall is underway.
5. Ductwork, mechanical, and plumbing overhead hangers are being installed in area B.
6. Site work and parking lots have begun.
7. We are aiming to close in and condition the building by the start of 2027 for interior finishes and Exhibit Concepts to begin their work.

Architect: Huckabee
Contractor: Reeder Construction

Package 1 Jobe & Worley MS Fine Arts Addition & CIP Package

Schedule Summary

ID	Task Name	Start	Finish
1	**Phase 1 PKG 1 Jobe & Worley**	**Mon 6/17/24**	**Wed 2/10/27**
2	**Design Phase**	**Mon 6/17/24**	**Wed 3/5/25**
6	**Pre-Construction Phase**	**Mon 2/10/25**	**Mon 7/21/25**
14	**Jobe**	**Thu 5/15/25**	**Mon 8/25/25**
15	**Early flooring package Jobe MS**	**Thu 5/15/25**	**Thu 5/22/25**
19	Bid	Wed 6/25/25	Mon 8/25/25
20	**Construction Phase**	**Fri 6/6/25**	**Thu 7/31/25**
21	**Early flooring Package**	**Fri 6/6/25**	**Thu 7/31/25**
27	**Jobe Full Project Construction**	**Tue 9/9/25**	**Fri 5/29/26**
43	**Worley**	**Tue 9/9/25**	**Wed 6/17/26**
44	**Construction**	**Tue 9/9/25**	**Thu 12/4/25**
51	Pre- Cast Wall Panels	Fri 12/5/25	Tue 12/16/25
52	Double Ts	Thu 12/11/25	Wed 12/24/25
53	PVC Roof	Thu 1/8/26	Wed 1/28/26
54	**Interior**	**Thu 10/9/25**	**Wed 6/17/26**
58	**Full Project Construction**	**Thu 7/11/24**	**Wed 2/10/27**



Cost Summary

Budget Amount: $ 34,232,820.00 Change Order: Contract Award Amount: $31,608,506.00

579

Pre-Construction Fee: $40,000.00
New Contract Amount: Early Flooring Jobe: $914,345.00
New Contract Amount: Jobe GMP#2 $15,767,159.00 New Contract Amount: Worley GMP#2 $14,927,003.00

Scope of Work

1. New Fine Arts additions for Jobe & Worley Middle Schools.
2. Replace the running tracks at both schools.
3. Replacing all bathroom ceilings at Linda Jobe.
4. Life cycle replacements on air conditioning, flooring, fire alarm, & paving as required.
5. Linda Jobe will get new serving lines.

Status Summary

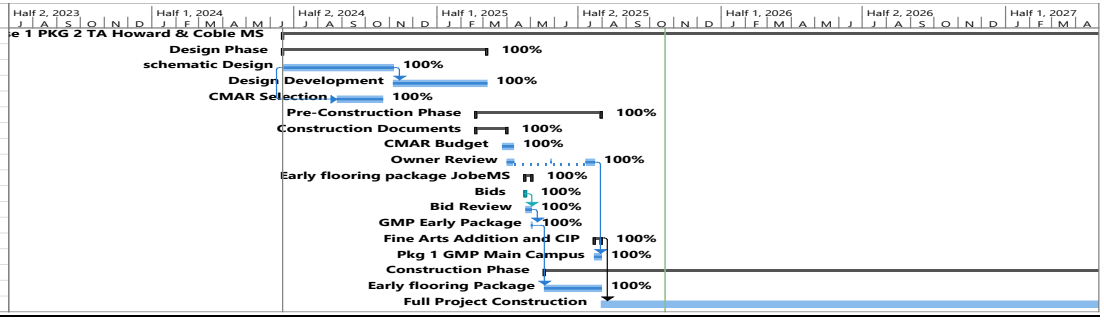
1. Permanent power for both Jobe & Worley storm shelters has been successfully tied in.
2. Final site grading & sidewalk prep ongoing at Worley.
3. Interior finishes, wall tile, paint & ceiling tile is completed at Worley.
4. Exterior brick installation at the storm shelter and CMU corridor is 85% complete at Jobe.
5. Interior drywall complete. Tape, bed, texture, & paint ongoing in the storm shelter.

Architect: Huckabee
Contractor: Lee Lewis

Middle School Fine Arts Additions PKG 2 T A Howard & James Coble Middle School with Life Cycle Replacement

Schedule Summary

ID	Task Name	Start	Finish
59	**Phase 1 PKG 2 TA Howard & Coble MS**	**Mon 6/17/24**	**Wed 6/16/27**
60	**Design Phase**	**Mon 6/17/24**	**Wed 3/5/25**
61	schematic Design	Mon 6/17/24	Tue 11/5/24
62	Design Development	Wed 11/6/24	Wed 3/5/25
63	CMAR Selection	Mon 8/26/24	Tue 10/22/24
64	**Pre-Construction Phase**	**Thu 2/20/25**	**Wed 7/30/25**
65	**Construction Documents**	**Thu 2/20/25**	**Mon 3/31/25**
68	CMAR Budget	Wed 3/26/25	Tue 4/8/25
69	Owner Review	Tue 4/1/25	Mon 7/21/25
70	**Early flooring package JobeMS**	**Thu 4/24/25**	**Fri 5/2/25**
71	Bids	Thu 4/24/25	Thu 4/24/25
72	Bid Review	Fri 4/25/25	Thu 5/1/25
73	GMP Early Package	Fri 5/2/25	Fri 5/2/25
74	**Fine Arts Addition and CIP**	**Tue 7/22/25**	**Wed 7/30/25**
75	Pkg 1 GMP Main Campus	Tue 7/22/25	Wed 7/30/25
76	**Construction Phase**	**Mon 5/19/25**	**Wed 6/16/27**
77	Early flooring Package	Mon 5/19/25	Wed 7/30/25
78	Full Project Construction	Thu 7/31/25	Wed 6/16/27



Cost Summary

Budget Amount: $ 34,600,000.00 Change Order: Contract Award Amount: $ 29,785,236

Pre-Con Fee: $80,000.00

New Contract Amount: Early Flooring Coble: $967,084.00

New Contract Amount: Coble GMP#2 $16,380,462.00 New Contract Amount: Howard GMP#2 $12,432,560.00

580

Scope of Work

1. Construct Fine Arts additions.
2. Safety & Security Upgrades including weapons detection systems.
3. Technology infrastructure & life cycle replacements.
4. MEP life cycle replacements.
5. New serving lines in the cafeteria.
6. Civil work, track, bleacher, and scoreboard replacements.
7. Proposition B, interactive panels in classrooms and common spaces and digital signage.

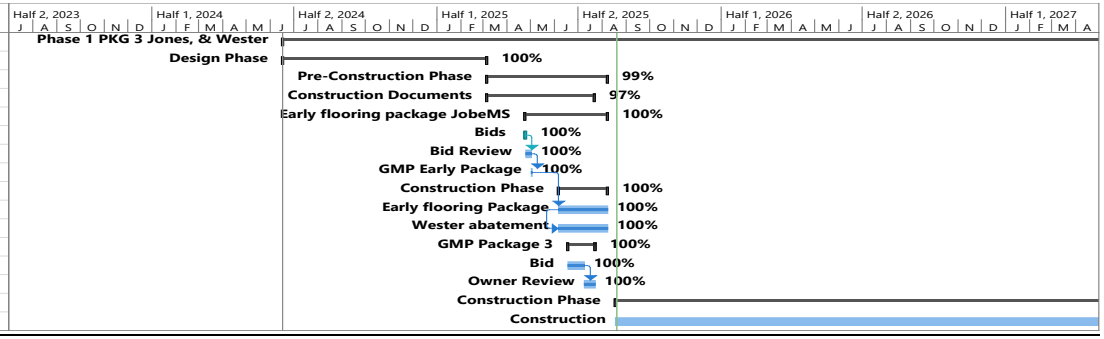
Status Summary

1. Howard – Roof installation is in progress on the storm shelter. Electrical overhead rough-in, hangers, and conduit work is ongoing. Mechanical duct has arrived and installation is in progress. Framers are on site laying out walls.
2. Coble – Interior storm shelter slab has been poured. RTU commissioning is ongoing. Roofing to start early October on storm shelter. The remaining early flooring work will be completed over winter break.

Middle School Fine Arts Addition PKG 3 Jones & Wester with Life Cycle Replacement

Schedule Summary

ID	Task Name	Start	Finish
80	**Phase 1 PKG 3 Jones, & Wester**	**Mon 6/17/24**	**Fri 7/2/27**
81	**Design Phase**	**Mon 6/17/24**	**Wed 3/5/25**
85	**Pre-Construction Phase**	**Thu 3/6/25**	**Thu 8/7/25**
86	**Construction Documents**	**Thu 3/6/25**	**Mon 7/21/25**
91	**Early flooring package JobeMS**	**Thu 4/24/25**	**Thu 8/7/25**
92	Bids	Thu 4/24/25	Thu 4/24/25
93	Bid Review	Fri 4/25/25	Thu 5/1/25
94	GMP Early Package	Fri 5/2/25	Fri 5/2/25
95	**Construction Phase**	**Fri 6/6/25**	**Thu 8/7/25**
96	Early flooring Package	Fri 6/6/25	Thu 8/7/25
97	Wester abatement	Fri 6/6/25	Thu 8/7/25
98	**GMP Package 3**	**Wed 6/18/25**	**Tue 7/22/25**
99	Bid	Wed 6/18/25	Tue 7/8/25
100	Owner Review	Wed 7/9/25	Tue 7/22/25
101	**Construction Phase**	**Mon 8/18/25**	**Fri 7/2/27**
102	Construction	Mon 8/18/25	Fri 7/2/27



Cost Summary

581

Budget Amount: $49,399,156 Change Order: New Contract Amount: $39,630,477.00

Pre–Construction Fee: $40,000.00

Jones Early Flooring Package: $910,702.00 Wester Early Package (Abatement/Demo): $1,215,207.00

Scope of Work

1. Construct Fine Arts additions.
2. Safety & Security Upgrades including weapons detection systems.
3. Technology infrastructure & life cycle replacements.
4. MEP life cycle replacements, including lighting upgrades at Brooks Wester M.S
5. New serving lines in the cafeteria at Danny Jones MS.
6. Proposition B, interactive panels in classrooms and common spaces and digital signage.

Status Summary

1. Wester - The topping slab has been poured. Mudskipper installation is still underway inside the tornado shelter. The storm drain in the courtyard is wrapping up. The mezzanine has been prepped.
2. Jones – The topping slab is being prepped to be poured. The interior slab of the tornado shelter has been poured. The mezzanine has been prepped. Rebar on the roof is being installed.

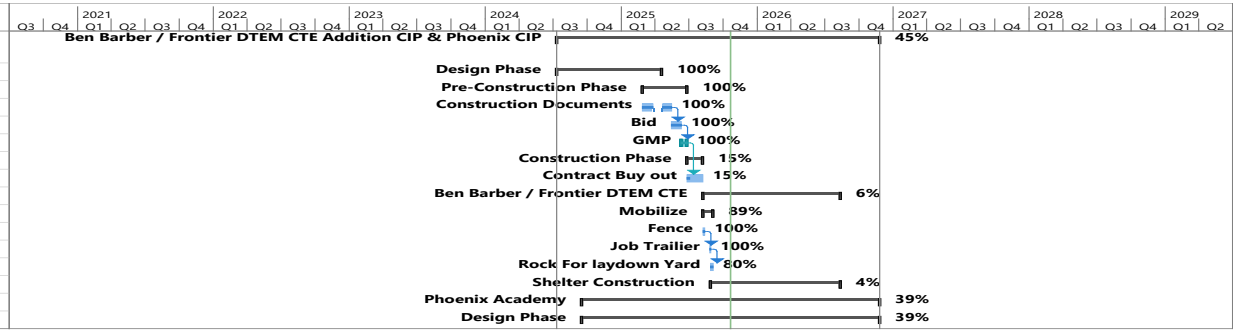
Architect: Huckabee

Contractor: Core Construction

Ben Barber Innovation Academy / Frontier STEM Academy CTE Addition & Life Cycle Replacement Phoenix Academy

Schedule Summary

ID	Task Name	Start	Finish
1	**Ben Barber / Frontier DTEM CTE Addition CIP & Phoenix CIP**	**Thu 7/11/24**	**Wed 11/25/26**
2	**Design Phase**	**Thu 7/11/24**	**Fri 4/18/25**
9	**Pre-Construction Phase**	**Wed 2/26/25**	**Wed 6/25/25**
10	Construction Documents	Wed 2/26/25	Wed 5/14/25
11	Bid	Thu 5/15/25	Mon 6/9/25
12	GMP	Tue 6/10/25	Wed 6/25/25
13	**Construction Phase**	**Thu 6/26/25**	**Wed 8/6/25**
14	Contract Buy out	Thu 6/26/25	Wed 8/6/25
15	**Ben Barber / Frontier DTEM CTE**	**Fri 8/8/25**	**Tue 8/11/26**
16	**Mobilize**	**Fri 8/8/25**	**Wed 9/3/25**
17	Fence	Fri 8/8/25	Mon 8/11/25
18	Job Trailier	Tue 8/26/25	Wed 8/27/25
19	Rock For laydown Yard	Thu 8/28/25	Wed 9/3/25
20	**Shelter Construction**	**Thu 8/28/25**	**Tue 8/11/26**
31	**Phoenix Academy**	**Mon 9/16/24**	**Wed 11/25/26**
32	**Design Phase**	**Mon 9/16/24**	**Wed 11/25/26**



Cost Summary

582

Proposed Budget: Ben Barber CTE $18,319,424.00

Pre – Construction Fee: $40,000.00

Contract Award Amount: $21,728,789.00 Change Order: New Contract Amount

Scope of Work

1. Ben Barber CTE Addition & CIP
   a. New CTE Addition
   b. Roof Top Unit R-22 replacement, life safety & security upgrades, Day Care play surface replacement.
   c. Paving repairs
2. Phoenix Academy
   a. Life safety & security upgrades, Interior Lighting replacement
   b. Paving repairs

Status Summary

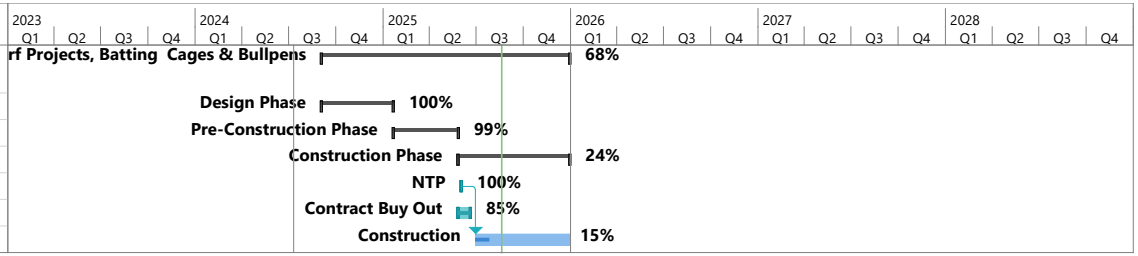
1. Ben Barber – Ram performed an inspection on the main building on 10/6. Storm shelter exterior waterproofing is complete. Work on the exterior brick will begin once the mortar color is approved.
2. Phoenix – We are finishing punch lists items.

Architect: Huckabee
Contractor: Core Construction

A-1 Mansfield High School Baseball & Softball Field Turf Upgrades, Batting Cages & Bull Pens

Schedule Summary

ID	Task Name	Start	Finish
1	**A-1 Mansfield High School Baseball, Softball Turf Projects, Batting Cages & Bullpens**	**Tue 9/3/24**	**Tue 12/30/25**
2	**Design Phase**	**Tue 9/3/24**	**Mon 1/20/25**
5	**Pre-Construction Phase**	**Tue 1/21/25**	**Tue 5/27/25**
11	**Construction Phase**	**Tue 5/27/25**	**Tue 12/30/25**
12	NTP	Mon 6/2/25	Mon 6/2/25
13	Contract Buy Out	Tue 5/27/25	Thu 6/19/25
14	Construction	Mon 6/30/25	Tue 12/30/25



Cost Summary

Pre – Construction Fee: $10,000.00
Budget Amount: $6,508,530
Contract Award Amount: $5,976,120.00 Change Order: New Contract Amount

583

Scope of Work

1. New Turf for Baseball & Softball fields at the 5 High Schools.
2. New batting cages for baseball & softball at each campus.

Status Summary

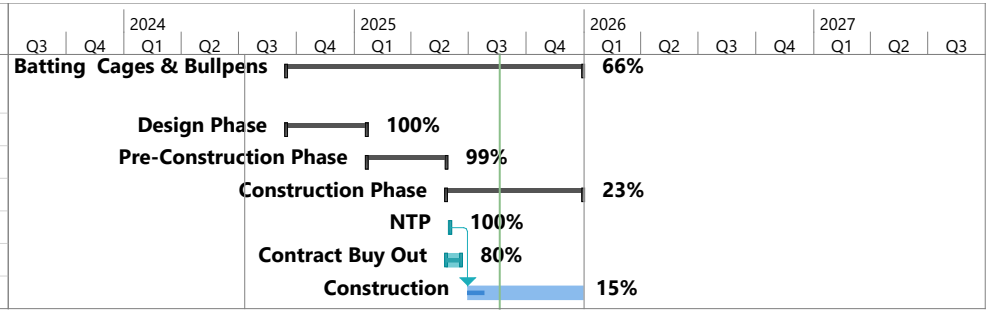
1. Project is completed and retainage pay application has processed.
2. The 1-year warranty walk is scheduled for December.

Architect: Huckabee
Contractor: Lee Lewis

A-2 Summit High School Baseball & Softball Field Turf Upgrades, Batting Cages & Bull Pens

Schedule Summary

ID	Task Name	Start	Finish
18	**A-2 Summit High School Baseball, Softball Turf Projects, Batting Cages & Bullpens**	**Sun 9/15/24**	**Tue 12/30/25**
19	**Design Phase**	**Sun 9/15/24**	**Mon 1/20/25**
22	**Pre-Construction Phase**	**Tue 1/21/25**	**Tue 5/27/25**
28	**Construction Phase**	**Tue 5/27/25**	**Tue 12/30/25**
29	NTP	Mon 6/2/25	Mon 6/2/25
30	Contract Buy Out	Tue 5/27/25	Thu 6/19/25
31	Construction	Mon 6/30/25	Tue 12/30/25



Cost Summary

Pre – Construction Fee: $15,750.00

584

Budget Amount: $7,226,792
Contract Award Amount: $6,626,421.00 Change Order: New Contract Amount

Scope of Work

1. New Turf for Baseball & Softball fields at the 5 High Schools.
2. New batting cages for baseball & softball at each campus.

Status Summary

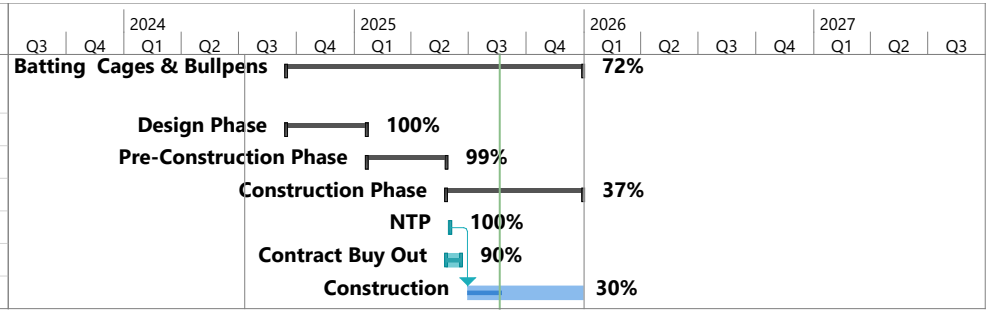
1. Project is completed and retainage pay application has processed.
2. The 1-year warranty walk is scheduled for December.

Architect: Huckabee
Contractor: Crossland Construction

A-3 Legacy High School Baseball, Softball Turf Project, Batting Cages & Bullpens

Schedule Summary

ID	Task Name	Start	Finish
33	**A-3 Legacy High School Baseball, Softball Turf Projects, Batting Cages & Bullpens**	**Sun 9/15/24**	**Tue 12/30/25**
34	**Design Phase**	**Sun 9/15/24**	**Mon 1/20/25**
37	**Pre-Construction Phase**	**Tue 1/21/25**	**Tue 5/27/25**
43	**Construction Phase**	**Tue 5/27/25**	**Tue 12/30/25**
44	NTP	Mon 6/2/25	Mon 6/2/25
45	Contract Buy Out	Tue 5/27/25	Thu 6/19/25
46	Construction	Mon 6/30/25	Tue 12/30/25



Cost Summary

585

Pre -Construction Fee: $ 10,000.00
Budget Amount: $6,135,302.00
Contract Award Amount: $5,563,466.00 Change Order: New Contract Amount

Scope of Work

1. New Turf for Baseball & Softball fields at the 5 High Schools.
2. New batting cages for baseball & softball at each campus.

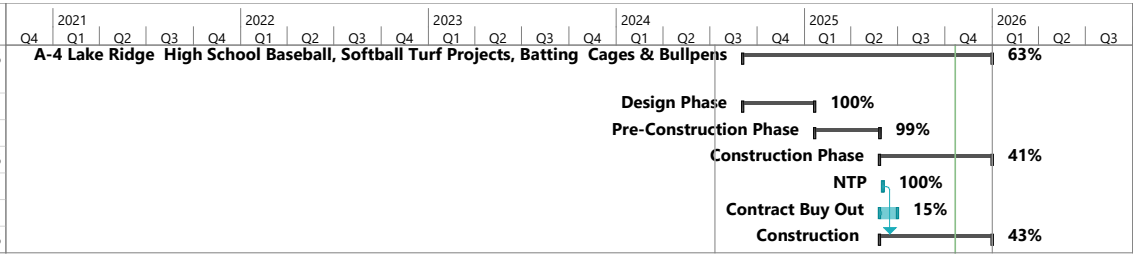
Status Summary

1. Project is completed and retainage pay application has processed.
2. The 1-year warranty walk is scheduled for December.

A-4 Lake Ridge High School Baseball, Softball Turf Project, Batting Cages & Bullpens

Schedule Summary

ID	Task Name	Start	Finish
88	**A-4 Lake Ridge High School Baseball, Softball Turf Projects, Batting Cages & Bullpens**	**Tue 9/3/24**	**Wed 12/31/25**
89	**Design Phase**	**Tue 9/3/24**	**Mon 1/20/25**
92	**Pre-Construction Phase**	**Tue 1/21/25**	**Tue 5/27/25**
98	**Construction Phase**	**Tue 5/27/25**	**Wed 12/31/25**
99	NTP	Mon 6/2/25	Mon 6/2/25
100	Contract Buy Out	Tue 5/27/25	Mon 6/30/25
101	**Construction**	**Tue 5/27/25**	**Wed 12/31/25**



Cost Summary

Pre -Construction Fee: $ 10,000.00 586
Budget Amount: $5,937,467.00
Contract Award Amount: $5,812,794.00 Change Order: New Contract Amount

Scope of Work

1. New Turf for Baseball & Softball fields at the 5 High Schools.
2. New batting cages for baseball & softball at each campus.

Status Summary

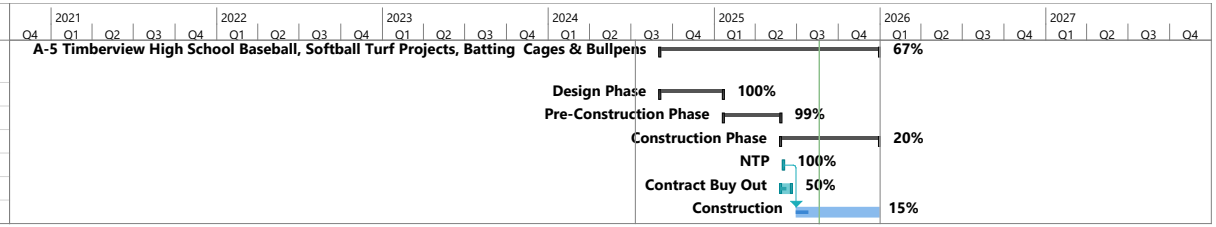
1. Project is completed and retainage pay application has processed.
2. The 1-year warranty walk is scheduled for December.

Architect: Huckabee
Contractor: Authers Building Group

A-5 Timberview High School Baseball & Softball Field Turf Upgrades, Batting Cages & Bull Pens

Schedule Summary

ID	Task Name	Start	Finish
63	**A-5 Timberview High School Baseball, Softball Turf Projects, Batting Cages & Bullpens**	**Tue 9/3/24**	**Tue 12/30/25**
64	**Design Phase**	**Tue 9/3/24**	**Mon 1/20/25**
67	**Pre-Construction Phase**	**Tue 1/21/25**	**Tue 5/27/25**
73	**Construction Phase**	**Tue 5/27/25**	**Tue 12/30/25**
74	NTP	Mon 6/2/25	Mon 6/2/25
75	Contract Buy Out	Tue 5/27/25	Thu 6/19/25
76	Construction	Mon 6/30/25	Tue 12/30/25



Cost Summary

Pre -Construction Fee: $ 10,000.00
Budget Amount: $6,229,786.00
Contract Award Amount: $5,652,763.00 Change Order: New Contract Amount

587

Scope of Work

1. New Turf for Baseball & Softball fields at the 5 High Schools.
2. New batting cages for baseball & softball at each campus.

Status Summary

1. Project is completed and retainage pay application has processed.
2. The 1-year warranty walk is scheduled for December.

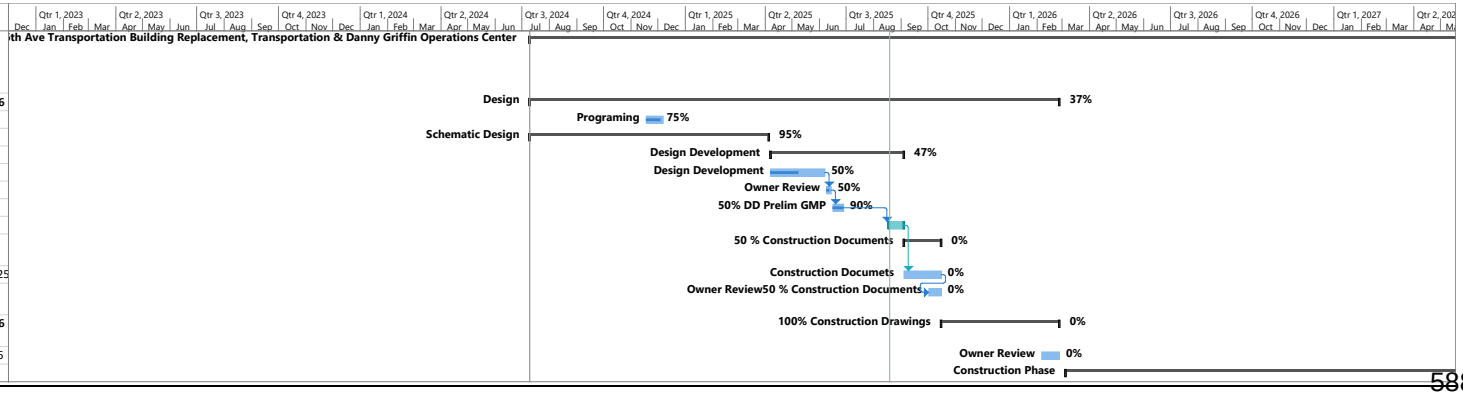
Architect: Huckabee/ Smith & Co.

Contractor: Authers Building Group

6th Ave Transportation Building Main Transportation, Danny Griffin OPS

Schedule Summary

ID	Task Name	Start	Finish
1	**6th Ave Transportation Building Replacement, Transportation & Danny Griffin Operations Center**	**Wed 7/10/24**	**Fri 3/10/28**
2	**Design**	**Wed 7/10/24**	**Wed 2/25/26**
3	Programing	Mon 11/18/24	Fri 12/6/24
4	**Schematic Design**	**Wed 7/10/24**	**Fri 4/4/25**
9	**Design Development**	**Mon 4/7/25**	**Wed 9/3/25**
10	Design Development	Mon 4/7/25	Fri 6/6/25
11	Owner Review	Mon 6/9/25	Fri 6/13/25
12	50% DD Prelim GMP	Mon 6/16/25	Fri 6/27/25
13	100% DD drawing & S	Mon 8/18/25	Wed 9/3/25
14	**50 % Construction Documents**	**Thu 9/4/25**	**Wed 10/15/25**
15	Construction Docume	Thu 9/4/25	Wed 10/15/25
16	Owner Review50 % Construction	Thu 10/2/25	Wed 10/15/25
17	**100% Construction Drawings**	**Thu 10/16/25**	**Wed 2/25/26**
22	Owner Review	Fri 2/6/26	Wed 2/25/26
23	**Construction Phase**	**Thu 3/5/26**	**Fri 3/10/28**



588

Cost Summary

Revised Budget Amount: $25,330,120.00 Change Order: New Contract Amount

Scope of Work:

1. New transportation offices with enough office space for staff, increased space for technology closet. Provide adequate space for training the 6th Avenue transportation department.
2. A new bus mechanic repair shop, so mechanics can safely work on buses out of the weather.
3. Additional bus parking for up to 150 buses, and the staff parking to accommodate the additional buses.
4. The design now will have a 10,000 gal unleaded and 20,000-gal diesel tanks with enough pumps to meet the future needs of the district.

Status Summary:

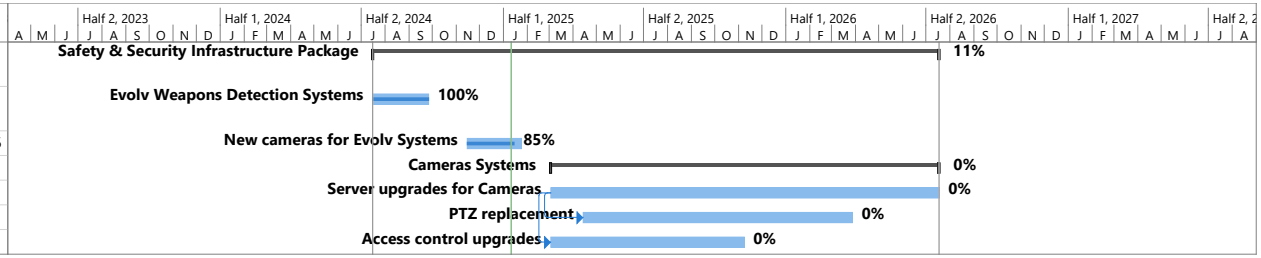
1. We have received the permit for main street.
2. MISD and Smith & Co. will meet soon to address some clarifications needed on the canopies, bus wash stations, & fuel station changes.

Architect: Huckabee
Contractor: NextGen Security

Proposition A Safety & Security Infrastructure District Wide S-2

Schedule Summary

ID	Task Mode	Task Name	Start	Finish
1		**Safety & Security Infrastructure Package**	**Tue 7/16/24**	**Fri 7/17/26**
2		Evolv Weapons Detection Systems	Tue 7/16/24	Wed 9/25/24
3		New cameras for Evolv Syste	Fri 11/15/24	Thu 1/23/25
4		**Cameras Systems**	**Mon 3/3/25**	**Fri 7/17/26**
5		Server upgrades for Came	Mon 3/3/25	Fri 7/17/26
6		PTZ replacement	Mon 4/14/25	Fri 3/27/26
7		Access control upgrades	Mon 3/3/25	Fri 11/7/25



Cost Summary

Budget Amount: $7,200,000.00 Change Order: New Contract Amount

589

Scope of Work

1. Installation of Weapons detection systems
2. Upgrading PTZ cameras throughout the district, camera servers and access control

Status Summary

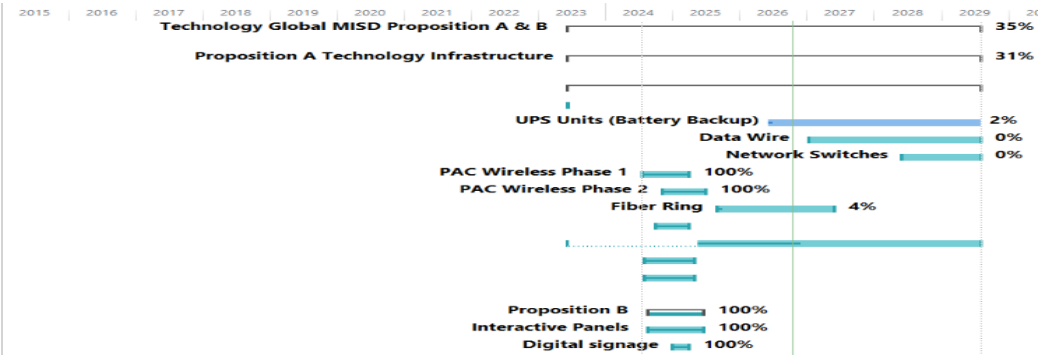
1. Contractor has begun installing all access control enclosures in MDF & IDF rooms for phase 2 campuses.
2. NextGen has completed the campus maps and approval of views is ongoing.
3. Lake Ridge access control and cameras are ongoing & will proceed to Legacy once completed.

Architect:
Contractor: Conterra Networks

Technology Infrastructure Proposition A and Proposition B Interactive Panels and Digital Displays

Schedule Summary

	Task Name	Start	Finish
1	**Technology Global MISD Proposition A & B**	**Sun 6/4/23**	**Mon 8/6/29**
2	**Proposition A Technology Infrastructure**	**Sun 6/4/23**	**Mon 8/6/29**
3	**Campus Fiber**	**Sun 6/4/23**	**Sun 8/5/29**
4	PO	Sun 6/4/23	Fri 6/9/23
5	UPS Units (Battery Backup)	Mon 6/1/26	Mon 8/6/29
6	Data Wire	Mon 1/11/27	Mon 8/6/29
7	Network Switches	Thu 6/1/28	Sun 8/5/29
8	PAC Wireless Phase 1	Mon 7/15/24	Mon 3/31/25
9	PAC Wireless Phase 2	Mon 11/4/24	Mon 6/30/25
10	Fiber Ring	Mon 9/1/25	Tue 6/1/27
11	Access Control to MDF/ IDF Rooms	Tue 10/1/24	Mon 3/31/25
12	NOC Upgrades	Sun 6/4/23	Sun 8/5/29
13	Phones Hardware	Thu 8/1/24	Wed 4/30/25
14	Cloud Calling	Thu 8/1/24	Wed 4/30/25
15			
16	**Proposition B**	**Thu 8/15/24**	**Tue 6/17/25**
17	Interactive Panels	Thu 8/15/24	Tue 6/17/25
18	Digital signage	Wed 1/1/25	Thu 3/27/25



590

Cost Summary

Contract Award Amount: Change Order: New Contract Amount

Scope of Work

1. Proposition A.
    a. Network switches throughout the district.
    b. New fiber ring.
    c. UPS Units
    d. NOC Storage
2. Proposition B
    a. Interactive Panels for classrooms
    b. Digital signage for common areas, libraries

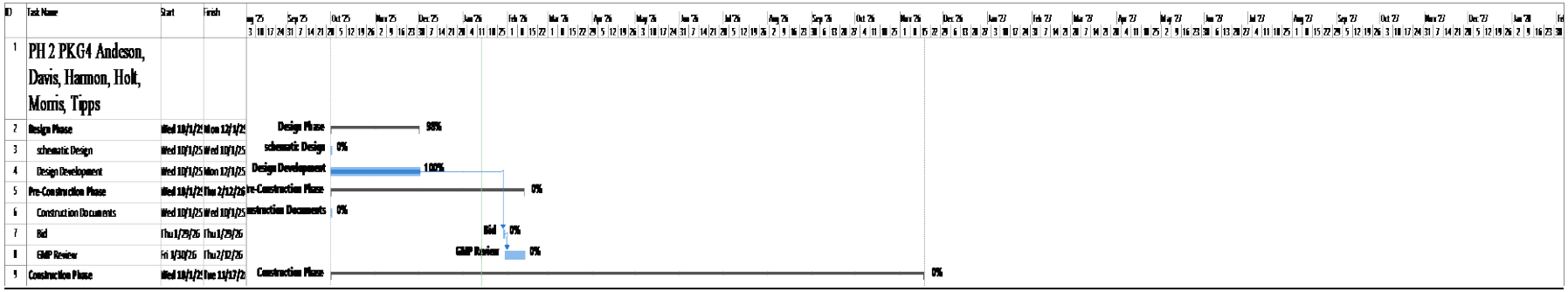
Status Summary

1. Phase 1 fiber ring work is 90% completed and phase 2 work has begun.
2. Work on the UPS units is ongoing.
3. Campus tech upgrades will begin in January 2027.
4. Contractor is conducting walks to inspect work that has been done.

Architect: Huckabee
Contractor: Post L Construction Group

Phase 2 Package 4 Anderson, Davis, Harmon, Holt, Morris, & Tipps Elementary CIP Package

Schedule Summary



Cost Summary

591

Budgeted Amount: $11,765,858.85 Change Order: New Contract Amount:

Scope of Work:

1. Replace rubber playground surface with turf at all 6 campuses.
2. Lifecycle replacement of all exterior vertical control joint sealant.
3. Lifecycle replacement of water heaters, RTU's, carpet, VCT, hand dryers, air conditioning, roof, fire alarm, gym flooring, cooler/freezer, hand sinks, & water fountains throughout campus.
4. Minor exterior paving & sidewalk repairs.

Status Summary

1. Flooring replacement and new RTUs are completed at Holt.
2. Fire alarm replacement is almost done at Holt.
3. New RTUs are completed at Davis.
4. Gym flooring replacement to be done at Morris over Christmas break.
5. Tipps, Harmon, & Anderson to be completed over the summer of 2027.

Architect: Huckabee
Contractor: The Christman Company

Phase 2 Package 7 Norwood, Smith, Miller, Spencer & Daulton Elementary CIP Package

Schedule Summary

Cost Summary
Budgeted Amount: $12,704,766.91 Change Order: New Contract Amount

Scope of Work

1. All schools included to have hand sinks, water fountains, and water heaters replaced
2. Smith, Spencer, and Daulton to have RTU R-22 replacements
3. Playground surfaces, cooler/freezer, exterior sealant replacements are to be captured in the CIP for each pertained school
4. Carpet/LVT, Gym flooring, paving, kitchen ceiling/ flooring, canopies, and fire alarm system replacements are to be captured in the CIP as well for each pertained school.

592

Status Summary

1. Contractor has hand sinks in hand and are scheduled to be installed during the Christmas break.
2. Final TAB reports are expected to be released mid October.

Phase 2, Package 8: Janet Brockett, Imogene Gideon, Thelma Jones, Louise Cabaniss, & Dr. Jandrucko Early Learners Academy

Schedule Summary

Cost Summary

Budgeted Amount: $19,196,633.15 Change Order: New Contract Amount

Scope of Work

1. Resurface playgrounds for improved safety and durability as well as improvements and expansion of playground at Dr. Jandrucko Early Learners Academy.
2. Update digital signage in office reception areas and replace outdated classroom projectors with full interactive panels (Smart Boards).
3. Replace kitchen flooring and ceiling at Gideon Elementary School, update coolers and freezers in kitchens, replace and repair gym floors, and replace select carpet and VCT flooring at Brockett, Cabaniss, Jones, and Jandrucko.
4. Replace plumbing, HVAC, carpentry, and lighting features as needed to address safety and security.
5. Refurbish exhibit set pieces and parts at Jandrucko Early Learners Academy.
6. Replace playground canopy at Jones Elementary.

593

Status Summary

1. Cabaniss – Project is substantially completed and punch lists are underway with Core & Huckabee. Gym floor repairs are still ongoing. The playground turf has been amended. Hand sinks are 50% installed; working through electrical on the remaining.
2. Gideon – Project is substantially completed and punch lists are underway with Core & Huckabee. Changes needed in the kitchen will be done over the Christmas break. Playground turf has been amended.
3. Brockett – Project is substantially completed and punch lists are underway with Core & Huckabee. Gym floor repairs are still ongoing. The playground turf has been amended.
4. Jandrucko – Project is substantially completed and punch lists are underway with Core & Huckabee. Parking lot markings have been updated.
5. Jones – Project is substantially completed and punch lists are underway with Core & Huckabee. Playground turf has been amended.

Architect: Huckabee
Contractor: Authers Building Group LLC

Pakcage-9 CIP Renovations for Mansfield HS, Asa Low IS, Mary Orr IS

Schedule Summary

Cost Summary
Proposed Budget:
Pre – Construction Fee:
Contract Award Amount: Change Order: New Contract Amount

Scope of Work

1. Mansfield HS
   a. RTU R-22, Split System Replacement
   b. Roof replacement, exterior sealants,
   c. LVT Flooring, rubber-weight room
   d. Paving repairs, irrigation pump, fence practice fields

2. Asa Low IS
   a. Gym floor, Carpet, LVT, hand sinks
   b. Serving lines, cooler-freezer replacement
   c. Exterior sealants, paving repairs, playground surface replacement

3. Mary Orr IS
   a. Kitchen Flooring, hand sinks
   b. Irrigation, pump, grease trap, exterior sealants
   c. Exterior sealants, paving repairs, playground surface replacement

Status Summary

1. Mansfield HS – Prime Source is completing punch list on new roof. The irrigation pump was installed the week of Oct. 12th. Water heaters will be installed over Thanksgiving or winter break. Work in the MAC weight room will be done over Christmas break. Scoreboard will be installed over Thanksgiving break. TAB is still ongoing for RTUs installed over the summer.
2. Asa Low – The playground surface is complete, but there is an issue with the color not matching in one area. The installer, Park and Play will repair at no cost. Date to be determined but likely to be over Christmas break. Water heaters and wash stations will be installed over Thanksgiving break. Extensive concrete repair is scheduled for next Summer.
3. Mary Orr – Grease trap replacement will be replaced at a later date TBD. The irrigation pump was installed and electrical was hooked up; waiting for startup. Water heaters and wash stations will be installed over Thanksgiving or winter break.

Architect: Huckabee
Contractor: Lee Lewis Construction

Phase 2, Package 11: Timberview High School & Della Icenhower Intermediate School

Schedule Summary

Cost Summary

Contract Award Amount: $ 858,619.73 Change Order: New Contract Amount

Scope of Work

1. Construction projects at Timberview High School and Icenhower Intermediate School are focused on providing a safe and comfortable learning environment by replacing equipment and finishes that have exceeded their life cycle.
2. At Timberview High School, work includes resurfacing tennis courts, installing practice field fencing, replacing ice machines, gym and game field scoreboards, and completing key infrastructure and system upgrades.
3. At Icenhower Intermediate School, improvements include renovations to student nutrition serving lines, kitchen ceilings, coolers and freezers, gym floors, playground canopies and surfacing, and the fire alarm system.
4. Additional campus upgrades address building reliability and safety through HVAC replacements, electrical switchgear and irrigation pump replacements, masonry and concrete repairs, and redesigned greenspace.
5. These projects collectively enhance campus functionality, safety, and long-term sustainability for students and staff.

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Status Summary

1. We are still working through punch lists with LLCI and Huckabee for both campuses.
2. Remaining items in scope to be completed over Thanksgiving, Christmas, and next summer is being coordinated with LLCI.
3. LLCI is completing some hand sink and water heater swaps in the evenings.

October 27, 2026
Appraisal District Committee Report

Mansfield ISD Board of Trustees

Report Synopsis

This report will include a summary of committee meetings, activities/events attended or planned, recommended governance/board actions from committees.

Item 1. Summary of Committee Meeting

On Thursday, October 22, 2026 Trustees Thomas, Reed, and Newsom met on Zoom. We discussed the November TAD board elections on the ballot, the list of candidates, and encouraging voting.

Item 2. TAD Elections/Candidates

Early Voting Oct 19- Oct 30, Election Day Nov 3rd

Place 1 (open seat; incumbent Eric Morris did not file)

- Sayeda Bilqees Syed, qualified 7/21/2026
- Rebecca Hardy, qualified 8/13/2026
- Phyllis Grissom, qualified 8/17/2026
- Byron Haynes, qualified 8/17/2026

Place 2 (open seat; incumbent Callie Rigney did not file)

- Marshall Hobbs, qualified 8/12/2026
- Paul Stockard, qualified 8/17/2026
- Cary Cheshire, qualified 8/17/2026
- Ambika Sharma, qualified 8/17/2026

Place 3

- Matt Bryant (incumbent), qualified 7/20/2026
- John Adams, qualified 8/13/2026

Item 3. Meeting Schedule

10/22/2026 -Meeting Schedule

March 2027- Meeting (Prepare for fall nomination period)

Item 4. TAD Report

Election ongoing. 3 seats on the ballot. They are the very last three places on the ballot. Don't stop at the top since these people impact.

Recommended Governance Actions

Visit www.vote411.org to investigate the candidates in the appraisal district race and every race on your ballot. This site is sponsored by the League of Women Voters and is a great non-partisan tool to get information directly from the candidates.

October 27, 2026_ Board Oversight Committee Report

Mansfield ISD Board of Trustees

Report Synopsis

The work of the oversight committee included collaboration with district personnel to host three community town halls on 9.29; 9/30; and 10/1 to hear feedback and questions regarding the exploration of single member districts election structure. This included meetings at Legacy, Timberview, and Lake Ridge. Additionally, the board provided a summary of town halls at a public board meeting.

Item 1. Town Hall Synopsis

The board completed three town halls and held a special called meeting on October 7th to present the synopsis of the information gathered at the town halls. The presentation also included responses to several community questions that included things like cost of the process and next steps.

Recommended Governance Actions

Based on written/verbal in-person and online feedback, the board will continue the exploration process through development of a draft electoral map including five single-member districts and maintaining two at-large trustee positions, in coordination with legal counsel and a demographics team. The board will continue to monitor costs with an eye toward cost/benefit analysis. There is currently no final vote scheduled for moving to single member districts and a draft map will be presented on October 27 for board and community input.

October 22, 2026 Policy Committee
Committee Report
Mansfield ISD Board of Trustees

Report Synopsis

This report provides a synopsis of the Policy Committee as we engage in discussions related to curricula support, evaluation, and sustainability. According to the TASA Curriculum Audit, the Board did not have policies that aligned the curricula. In addition, the Policy Committee continues to discuss guidelines that aid the Board in presenting information for transparency and for the processes essential for Board governance.

Item 1: Policy Alignment with Mansfield ISD Curricula

TASA completed a curriculum audit for Mansfield ISD in 2024. Dr. Spencer provided a high-level overview of the recommended starting point based on BP (Legal) and (Local) for the Policy Committee to peruse in preparation for policy development for Phase 1: Focal Area 2--Curriculum. The Policy Committee is asked to answer the Board-Level questions (on the overview) to achieve the two (2) priorities and outcome for Phase 1. (See below.)

Item 2: Policy Alignment of MISD Vision and Values, reflecting Board Member Ethics

After scrutiny of various practices, board members discussed a number of measures to protect Board members, the District, and the community. Areas related to Board members' public information, communication procedures, and incurred legal fees have been topics of continued discussion.

Recommended Actions

- Board members are asked to accomplish two (2) priorities:
  - Establish a formal curriculum review cycle, and
  - Establish a process for identifying instructional priorities
    - Outcome of Phase 1 Priorities: Develop policies that align with curriculum (following the guidance and leadership of Mr. Wright, Mr, Benavides, and Dr. Patton)
- Board members are asked to forward recommendations for Board member ethics that align with MISD's Vision and Values
  - Establish a process that ensures transparency and credibility and avoids incurring legal expenditures
    - Outcomes of Policies: Provide guardrails to build trust and accountability, which should eliminate public scrutiny of available information and decrease legal fees

Safety & Security Committee Report

October 27, 2026

Report

The Safety & Security Committee reviewed key district safety and security initiatives, including the Back-to-School Report, updated legislative requirements related to psychological first aid, the District Safety & Security Committee Charter, and the District Emergency Operations Plan (EOP). The committee's work focused on ensuring alignment with current requirements, clarifying committee responsibilities, and supporting the district's ongoing emergency preparedness efforts.

Committee Updates and Activities

Item 1: Safety Committee Meeting – September 2, 2026

During the September meeting, the committee:

- Reviewed the District Safety & Security Committee Charter and updated committee membership.
- Reviewed the District Emergency Operations Plan (EOP), including the district's reflection on updated legislative requirements.
- Identified the requirement for committee members to complete five hours of training in psychological first aid.
- Reviewed safety-related information and initiatives connected to the Back-to-School Report.

Recommendations

No Board action is recommended at this time. The committee will continue monitoring district safety and security requirements, training compliance, and emergency preparedness efforts.

Upcoming Committee Meetings

All meetings will be held at the
Dr. Jim Vaszauskas Center for the Performing Arts
1110 W Debbie Ln, Mansfield, TX 76063

Quarter	Date	Time
Q2	Wednesday, November 18, 2026	4:15–5:15 p.m.
Q3	Tuesday, March 9, 2027	4:15–5:15 p.m.
Q4	Wednesday, June 9, 2027	4:15–5:15 p.m.