# Agenda of Regular Meeting

## The Board of Trustees
## Ector County Independent School District

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A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held March 26, 2024, beginning at 6:00 PM.

The subjects to be discussed or considered are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:
Sam Houston Elementary Students Spencer Dugie (3rd grade) and Noah Natividad (5th grade)
4. Invocation: Reverend Michael K. Shelton, Sr., Pilgrim Rest Baptist Church
5. Special Presentations:
Recognition of New Tech Odessa and Odessa Collegiate Academy State Decathlon Qualifiers
Announcement of Small School Decathlon Coach of the Year
Announcement of Appointment to Southwest Board for College Board
Recognition of 2 Bowie Middle School Qualifiers for State Science Fair
Announcement of Odessa High School's Anika Gunlapalli as National Merit Finalist
6. Opening Remarks by Superintendent
7. Public Comment
8. Action Items
    - A. Discussion of and Request for Approval of Purchases over $50,000 — 4
    - B. Discussion of and Request for Approval of 2023-2024 Budget Amendment #7 — 10
    - C. Discussion of and Request for Approval of Science K-12 Textbook Adoption — 14
    - D. Discussion of and Request for Approval of Educational Specifications, Method of Compliance, and Level of Flexibility in Facility Design — 31
    - E. Discussion of and Request for Approval of Resolution to Nominate Dr. Scott Muri for 2024 Superintendent of the Year — 263
9. Consent Agenda
    - A. Request for Approval of Minutes of Meetings — 265
    - B. Request for Approval of Bills for Payment — 278
    - C. Request for Approval of Acceptance of Donations Over $10,000 — 301

D. Request for Approval of Permian High School Theatre Students Out-of-State Travel to London and Paris 330
10. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.] Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.] (The Board will receive its Attorney's advice regarding the negotiated contracts with architect firms for Bond Program Construction projects.)
A. Discussion of and Request for Approval of Architect-Owner Contracts for Bond Program Construction between ECISD and Parkhill 336
B. Discussion of and Request for Approval of Architect-Owner Contracts for Bond Program Construction between ECISD and PBK 460
11. Bond 2023
A. Bond 2023 Update 630
B. Discussion of and Request for Approval of School District Facilities Construction Delivery Method by Bond 2023 Project and Delegate to the Superintendent Authority to Negotiate and Execute an Agreement with Gordian 639
C. Discussion and Possible Action to Approve Bond 2023 Purchases over $50,000 666
D. Discussion of and Request for Approval of Updated Bond Financial Advisory Services Agreement 671
E. Discussion of Preliminary 2023 Bonds Financing Plan 690
F. Discuss and Consider Adoption of an Order Authorizing the Issuance of up to $196,230,000 Ector County Independent School District Unlimited Tax School Building Bonds, Series 2024-A; Establishing Sale Parameters; Authorizing the Execution of a Bond Purchase Agreement and a Paying Agent/Registrar Agreement; Approving an Official Statement; Levying Annual Ad Valorem Taxes in Payment of Said Bonds; and Enacting other Provisions Relating to the Subject. 714
G. Discuss and Consider Adoption of an Order Authorizing the Issuance of up to $100,000,000 Ector County Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2024-B; Establishing Sale Parameters; Authorizing the Execution of Agreements with a Paying Agent/Registrar, a Remarketing Agent and a Tender Agent with Respect to the Bonds; Approving a Remarketing Memorandum; Levying Annual Ad Valorem Taxes in Payment of Said Bonds; and Enacting Other Provisions Relating to the Subject. 742
12. Report/Discussion Items
A. Budget Update Discussion 817
13. Information Items 818
A. Financials 819
B. Purchasing Report 824
C. February 2024 Routine Personnel Report 826

D. Added Administrative Memorandum March 2024 828

14. Closing Remarks by Superintendent
15. Adjournment

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF PURCHASES OVER $50,000**

**DATE:** March 26, 2024

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As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

**********

Administrative Recommendation:
Approval of Purchases over $50,000

**ECISD**
**Request for purchases over $50,000**
**March 2024**

| Item | Vendor(s) | Estimated Contract Price | Funding | Requestor/ Department | Reference | Service/ Product | Service/Product Summary | Contract Term |
|---|---|---|---|---|---|---|---|---|
| 1R | CDW-G | $ 159,777 | General Funds 199 E-Rate | Dr. Kellie Wilks Information Technology | ECISD AWARDED RFP 24-14 | Wireless Access Points | As part of normal maintenance, hardware has to be replaced once it is at end of life and no longer supported. These access points will be replaced with new hardware. | FY 2024-2025 |
| 2R | Grande Communication | $ 158,040 | General Funds 199 E-Rate | Dr. Kellie Wilks Information Technology | ECISD AWARDED RFP 24-15 | Internet Access | The vendor will supply internet connectivity throughout the district with the necessary specifications for continuous operations. | FY 2024-2025 |



Board Approval:_____



Date: 03/26/2024

**RFP #24-14 –** C2 Equipment Specifications

- **Purpose:** Replacing wireless access points hardware in ECISD buildings.
- **Background Info:** As part of normal maintenance, hardware has to be replaced once it is at end of life and no longer supported. These access points will be replaced with new hardware.
- **Cost:** $159,777
- **Funding Source:** 199 - Local funds / E-Rate
- **Recommended Supplier/Service Provider:** CDW-G

_____ _____

Board Approval Date

## Assessment Worksheet

**Entity:** Ector County ISD - 140277
**Funding Year:** 2024-2025
**Form 470#:** 240012270
**Close Date:** Wednesday, February 28, 2024

**Products/Services Assessed:**
**Evaluator Name and Title:** Consolidated
**Date Evaluation Completed:** Thursday, March 7, 2024

**Lowest E-rate Eligible Cost:** $103,387.00
**Lowest E-rate Ineligible Cost:** $0.00

### Vendor Scoring

| Selection Criteria | Weight | 143005588 CDWG-Option 1 | | 143005588 CDWG - Option 2 | | 143005588 CDWG - Option 3 | | 143005588 CDWG - Option 4 | | 143053992 Liberty Star Tech | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Eligible $ | $117,087.00 | Eligible $ | $150,211.00 | Eligible $ | $155,993.50 | Eligible $ | $159,776.50 | Eligible $ | $103,387.00 |
| | | Ineligible $ | $0.00 | Ineligible $ | $0.00 | Ineligible $ | $0.00 | Ineligible $ | $0.00 | Ineligible $ | $0.00 |
| | | Raw Score | Weighted Score | Raw Score | Weighted Score | Raw Score | Weighted Score | Raw Score | Weighted Score | Raw Score | Weighted Score |
| Cost of E-rate Eligible Products/Services* | 30% | 8.83 | 26.49% | 6.88 | 20.65% | 6.63 | 19.88% | 6.47 | 19.41% | 10.00 | 30.00% |
| Cost of E-rate Ineligible Products/Services | 0% | | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% |
| The reputation of the Vendor and Vendors goods or services | 10% | 8.00 | 8.75% | 9.00 | 9.00% | 9.00 | 8.75% | 9.00 | 9.50% | 7.00 | 7.00% |
| The quality of the Vendors goods or services | 15% | 8.00 | 12.38% | 9.00 | 12.38% | 9.00 | 12.38% | 9.00 | 13.88% | 8.00 | 11.25% |
| The extent to which the goods or services meet the district's needs | 15% | 6.00 | 10.88% | 9.00 | 12.38% | 10.00 | 13.50% | 10.00 | 14.25% | 7.00 | 10.88% |
| The vendor's past relationship with the district | 10% | 7.00 | 8.00% | 9.00 | 8.50% | 9.00 | 8.50% | 9.00 | 9.25% | 7.00 | 6.25% |
| The impact on the ability of the district to comply with the laws and rules relating to | 0% | | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% |
| The total long-term cost to the district to acquire the vendor's goods and services | 10% | 8.00 | 7.00% | 9.00 | 8.00% | 9.00 | 8.00% | 9.00 | 9.25% | 7.00 | 7.00% |
| Any other relevant factor specifically listed in this RFP | 10% | 8.00 | 7.00% | 5.00 | 6.00% | 5.00 | 6.25% | 8.00 | 9.25% | 5.00 | 6.00% |
| **Overall Ranking** | **100%** | | **80.49%** | | **76.90%** | | **77.26%** | | **84.79%** | | **78.38%** |

**RFP #24-15 –** CI Service Specifications for Internet Access

- **Purpose:** Continue and maintain internet connectivity throughout the district.
- **Background Info:** The vendor will supply internet connectivity throughout the district with the necessary specifications for continuous operations.
- **Cost:** $158,040
- **Funding Source:** 199 - Local funds / E-Rate
- **Recommended Supplier/Service Provider:** Grande (Astound)

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Board Approval Date

## Assessment Worksheet

**Entity:** Ector County ISD - 142077
**Funding Year:** 2024-2025
**Form 470#:** 240007328
**Close Date:** Wednesday, February 28, 2024

**Products/Services Assessed:**
**Evaluator Name and Title:** Consolidated
**Date Evaluation Completed:** Thursday, March 7, 2024

**Lowest E-rate Eligible Cost:** $84,636.00
**Lowest E-rate Ineligible Cost:** $0.00

### Vendor Scoring

| Selection Criteria | Weight | 143001192 AT&T Eligible $ $529,745.76 / Ineligible $ $0.00 | | 143034904 FiberLight Eligible $ $84,636.00 / Ineligible $ $0.00 | | 143024443 Grande (Astound) Eligible $ $158,040.00 / Ineligible $ $7,299.00 | | 143010484 Sparklight Eligible $ $244,080.00 / Ineligible $ $0.00 | | SPIN Unite Eligible $ $140,529.60 / Ineligible $ $17,260.00 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Raw Score | Weighted Score | Raw Score | Weighted Score | Raw Score | Weighted Score | Raw Score | Weighted Score | Raw Score | Weighted Score |
| Cost of E-rate Eligible Products/Services* | 30% | 1.60 | 4.79% | 10.00 | 30.00% | 5.36 | 16.07% | 3.47 | 10.40% | 6.02 | 18.07% |
| Cost of E-rate Ineligible Products/Services | 0% | | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% |
| The reputation of the Vendor and Vendors goods or services | 10% | 5.00 | 5.00% | 8.00 | 7.75% | 10.00 | 9.25% | 9.00 | 8.00% | 7.00 | 7.00% |
| The quality of the Vendors goods or services | 15% | 5.00 | 7.50% | 8.00 | 11.25% | 10.00 | 14.25% | 9.00 | 11.63% | 7.00 | 10.50% |
| The extent to which the goods or services meet the district's needs | 15% | 6.00 | 9.75% | 8.00 | 11.25% | 10.00 | 15.00% | 8.00 | 11.25% | 7.00 | 10.88% |
| The vendor's past relationship with the district | 10% | 5.00 | 5.00% | 8.00 | 7.50% | 10.00 | 9.50% | 8.00 | 7.00% | 6.00 | 6.00% |
| The impact on the ability of the district to comply with the laws and rules relating to | 0% | | 0.00% | | 0.00% | | 0.00% | | 0.00% | | 0.00% |
| The total long-term cost to the district to acquire the vendor's goods and services | 10% | 5.00 | 6.00% | 9.00 | 8.50% | 10.00 | 9.75% | 8.00 | 7.00% | 9.00 | 8.25% |
| Any other relevant factor specifically listed in this RFP | 10% | 5.00 | 5.50% | 5.00 | 6.00% | 10.00 | 10.00% | 5.00 | 6.25% | 5.00 | 5.75% |
| **Overall Ranking** | 100% | | 43.54% | | 82.25% | | 83.82% | | 61.53% | | 66.44% |

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2023-2024 BUDGET AMENDMENT # 7**

**DATE:** March 26, 2024

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Attached is a summary of the recommended Budget Amendment # 7 for the 2023-2024 budget. These are changes in estimated budgeted funds to fund items as noted on attached.

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Administrative Recommendation:

Approval of 2023-2024 Budget Amendment # 7

ECISD Finance Division

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**AMENDED BUDGET - FUNCTION AND OBJECT**
**GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS**
**FOR THE PERIOD JULY 1, 2023 THRU JUNE 30, 2024**
**FISCAL YEAR 2023-2024**

| | | GENERAL FUND | | | | SCHOOL NUTRITION FUND | | | | DEBT SERVICE FUND | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | ORIGINAL BUDGET 7/1/2023 | ADJUSTED BUDGET 02/29/2024 | Additions (Deductions) #7 | AMENDED BUDGET 03/30/2024 | ORIGINAL BUDGET 7/1/2023 | ADJUSTED BUDGET 2/29/2024 | Additions (Deductions) #7 | AMENDED BUDGET 3/30/2024 | ORIGINAL BUDGET 7/1/2023 | ADJUSTED BUDGET 2/29/2024 | Additions (Deductions) #7 | AMENDED BUDGET 3/30/2024 |
| **REVENUES** | | | | | | | | | | | | | |
| 5700 | Local and Intermediate | $ 169,500,000 | $ 148,763,581 | $ - | $ 148,763,581 | $ 675,320 | $ 675,320 | $ - | $ 675,320 | $ 46,118,500 | $ 46,696,768 | $ - | $ 46,696,768 |
| 5800 | State | 156,203,451 | 181,405,286 | - | 181,405,286 | 430,300 | 430,300 | - | 430,300 | 401,500 | 401,500 | - | 401,500 |
| 5900 | Federal | 6,000,000 | 6,000,000 | - | 6,000,000 | 16,958,658 | 17,815,658 | 1,235,080 | 19,050,738 | | - | - | - |
| | Total - All Revenues | 331,703,451 | 336,168,867 | - | 336,168,867 | 18,064,278 | 18,921,278 | 1,235,080 | 20,156,358 | 46,520,000 | 47,098,268 | - | 47,098,268 |
| **APPROPRIATIONS by FUNCTION** | | | | | | | | | | | | | |
| 11 | Instruction | 202,095,977 | 205,379,122 | (1,690,000) | 203,689,122 | - | - | - | - | - | - | - | - |
| 12 | Instructional Resources and Media Services | 2,159,943 | 2,177,703 | - | 2,177,703 | - | - | - | - | - | - | - | - |
| 13 | Curriculum and Staff Development | 8,719,086 | 7,830,102 | 40,000 | 7,870,102 | - | - | - | - | - | - | - | - |
| 21 | Instructional Leadership | 5,656,651 | 5,534,168 | 90,000 | 5,624,168 | - | - | - | - | - | - | - | - |
| 23 | School Leadership | 21,539,711 | 21,749,821 | 1,310,000 | 23,059,821 | - | - | - | - | - | - | - | - |
| 31 | Guidance, Counseling and Evaluation Services | 13,981,624 | 14,349,931 | - | 14,349,931 | - | - | - | - | - | - | - | - |
| 32 | Social Work Services | 1,811,527 | 1,812,487 | - | 1,812,487 | - | - | - | - | - | - | - | - |
| 33 | Health Services | 3,254,406 | 3,288,406 | - | 3,288,406 | - | - | - | - | - | - | - | - |
| 34 | Student Transportation | 10,125,228 | 11,857,924 | - | 11,857,924 | - | - | - | - | - | - | - | - |
| 35 | Food Services | - | - | - | - | 18,064,278 | 22,278,119 | 1,235,080 | 23,513,199 | - | - | - | - |
| 36 | Co/Extra Curricular Activities | 8,162,823 | 8,149,311 | 85,000 | 8,234,311 | | - | - | - | - | - | - | - |
| 41 | General Administration | 9,030,571 | 9,239,580 | 65,000 | 9,304,580 | | - | - | - | - | - | - | - |
| 51 | Plant Maintenance and Operations | 38,015,291 | 41,129,697 | 65,000 | 41,194,697 | | - | - | - | - | - | - | - |
| 52 | Security and Monitoring Services | 3,787,609 | 6,166,921 | 35,000 | 6,201,921 | - | - | - | - | - | - | - | - |
| 53 | Data Processing Services | 10,822,562 | 9,516,923 | - | 9,516,923 | - | - | - | - | - | - | - | - |
| 61 | Community Services | 1,558,309 | 1,687,492 | - | 1,687,492 | - | - | - | - | - | - | - | - |
| 71 | Debt Services | 1,294,300 | 1,385,300 | - | 1,385,300 | - | - | - | - | 46,520,000 | 50,126,250 | - | 50,126,250 |
| 81 | Facilities Acquisition and Construction | 1,500,000 | 12,038,653 | - | 12,038,653 | - | - | - | - | - | - | - | - |
| 99 | Intergovernmental Charges | 2,132,882 | 2,132,882 | - | 2,132,882 | - | - | - | - | - | - | - | - |
| | Total - All Appropriations | 345,648,500 | 365,426,423 | - | 365,426,423 | 18,064,278 | 22,278,119 | 1,235,080 | 23,513,199 | 46,520,000 | 50,126,250 | - | 50,126,250 |
| **OTHER FINANCING SOURCES/(USES)** | | | | | | | | | | | | | |
| 7000 | Other Financing Sources | 550,000 | 550,000 | - | 550,000 | - | - | - | - | - | 26,507,000 | - | 26,507,000 |
| 8000 | Other Financing (Uses) | (525,000) | (525,000) | - | (525,000) | - | - | - | - | - | (25,365,000) | - | (25,365,000) |
| | Total Other Financing Sources (Uses) | 25,000 | 25,000 | - | 25,000 | - | - | - | - | - | 1,142,000 | - | 1,142,000 |
| | Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations | (13,920,049) | (29,232,556) | - | (29,232,556) | - | (3,356,841) | - | (3,356,841) | - | (1,885,982) | - | (1,885,982) |
| | Fund Balance Beginning July 1 | 103,018,472 | 103,018,472 | | 103,018,472 | 9,714,340 | 7,190,505 | | 9,714,340 | 17,069,309 | 17,069,309 | | 17,069,309 |
| 3000 | Fund Balance Ending June 30 (Estimated) | $ 89,098,423 | $ 73,785,916 | $ - | $ 73,785,916 | $ 9,714,340 | $ 3,833,664 | $ - | $ 6,357,499 | $ 17,069,309 | $ 15,183,327 | $ - | $ 15,183,327 |
| **APPROPRIATIONS by OBJECT** | | | | | | | | | | | | | |
| 6100 | Payroll Costs | $ 256,983,618 | $ 258,809,621 | $ (1,154,215) | $ 257,655,406 | $ 8,541,566 | $ 8,541,566 | $ (1,000,000) | $ 7,541,566 | $ - | $ - | $ - | $ - |
| 6200 | Purchased/Contracted Services | 51,171,007 | 54,952,637 | 962,561 | 55,915,198 | 134,000 | 1,669,729 | - | 1,669,729 | - | - | - | - |
| 6300 | Supplies and Materials | 19,889,051 | 18,892,659 | 77,177 | 18,969,836 | 9,260,712 | 11,204,704 | 2,185,080 | 13,389,784 | - | - | - | - |
| 6400 | Other Operating Expenses | 12,644,124 | 13,351,994 | 104,480 | 13,456,474 | 53,000 | 61,500 | - | 61,500 | - | - | - | - |
| 6500 | Debt Service | 1,294,300 | 1,385,300 | - | 1,385,300 | - | - | - | - | 46,520,000 | 50,126,250 | - | 50,126,250 |
| 6600 | Capital Outlay | 3,666,400 | 18,034,212 | 9,997 | 18,044,209 | 75,000 | 800,620 | 50,000 | 850,620 | - | - | - | - |
| | Total - All Appropriations | $ 345,648,500 | $ 365,426,423 | $ - | $ 365,426,423 | $ 18,064,278 | $ 22,278,119 | $ 1,235,080.00 | $ 23,513,199 | $ 46,520,000 | $ 50,126,250 | $ - | $ 50,126,250 |

**Ector County ISD**
**Finance Department**
**Budget Amendment** **# 7**
**Requests to be Appropriated**
**2023/2024** **FISCAL YEAR 2023-2024**




| Description | Requestor | Amount |
|---|---|---|
| **GENERAL FUND** | | |
| **The following will result in a decrease to fund balance.** | | |
| None | | $ - |
| | | **$ -** |
| **The following will result in no change to fund balance.** | | |
| Testing evaluations for Special Education requirements | | $ 1,390,000 |
| Teacher retirement system | | 127,000 |
| Career Tech purchases (teaching materials & Ag farm truck) | | 93,000 |
| New Tech Network & Montessori training for Alamo Elementary | | 45,000 |
| Firetrol inspections | | 35,000 |
| Various expenditures above | | (1,690,000) |
| | | **$ -** |
| **The following will result in an increase to fund balance.** | | |
| None | | $ - |
| | | $ - |
| **Net effect to fund balance** | | **$ -** |

**SCHOOL NUTRITION FUNDS**

**The following will result in a decrease to fund balance.**

| | |
|---|---|
| None | $ - |
| | **$ -** |

**The following will result in no change to fund balance as there is a equal revenue and expenditure component.**

| | |
|---|---|
| Supply Chain Grant (4th Round) | $ (1,235,080) |
| Milk | $ 1,235,080 |
| | **$ -** |

**The following will result in an increase to fund balance.**

| | |
|---|---|
| None | $ - |
| | $ - |

| | |
|---|---|
| **Net effect to fund balance** | **$ -** |

**DEBT SERVICE FUND**

**The following will result in a decrease to fund balance.**

| | |
|---|---|
| None | $ - |
| | **$ -** |

**The following will result in no change to fund balance as there is a equal revenue and expenditure component.**

| | |
|---|---|
| None | $ - |
| | **$ -** |

**The following will result in an increase to fund balance.**

| | |
|---|---|
| None | $ - |
| | $ - |

| | |
|---|---|
| **Net effect to fund balance** | **$ -** |

# Ector County Independent School District

# Action Page

**TO:** Board of Trustees

**FROM:** Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF SCIENCE K-12 TEXTBOOK ADOPTION**

**DATE:** March 26, 2024

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After a district committee review of 8 platforms and the vetting process by grade-level committees of the 5 finalists utilizing the Texas Science Education Leadership Association's (TSELA) rubric, the Curriculum and Instruction Department would like to recommend and ask for board approval for the Science materials listed below. These comprehensive, dual-language curriculums are designed to meet the needs of diverse learners while supporting the expectations of our District Science Framework.

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Administrative Recommendation:

Approve McGraw Hill for Kinder-5th Grade
Approve Savvas for 6th Grade-8th Grade
Approve McGraw Hill for IPC, Biology, Chemistry, Physics, Astronomy, Aquatic Science, Environmental Systems, Anatomy and Physiology
Approve Cengage for Forensics
Approve Savvas for AP Environmental Systems, AP Biology, AP Physics, AP Chemistry

# Proclamation 2024 - Science K-12 Adoption
# Committee Members, Action Plan, and Calendar of Meetings

| District Level Committee | | |
|---|---|---|
| **Name** | **Department** | **Position** |
| Dr. Lilia Nanez | Curriculum and Instruction | Associate Superintendent |
| Lisa Wills | Curriculum and Instruction | Executive Director |
| Caitlin Couch | Curriculum and Instruction | Coordinator |
| Jennifer Wimberley | Curriculum and Instruction | Specialist |
| (Aide) Shelli Emiliano | Curriculum and Instruction | Specialist |
| Bridgette Casas | Curriculum and Instruction | Specialist |
| Angela Johnson | Curriculum and Instruction | Specialist |
| Diane Harlan | Curriculum and Instruction | Specialist (retired) |
| Misty Hiner | Special Education | Supervisor |
| Rosemary Valadez | Advanced Academics | Specialist |
| Natalie Rubalcado | Early Childhood | Specialist |
| Leslie Wilson | Special Education | Former Executive Director |
| Heather Dolloff | Bilingual/ESL | Secondary ESL Coordinator |
| Fabiola Soto | Bilingual/ESL | Elementary Bilingual Specialist |
| Amanda Webber | Digital Learning | Specialist |
| Til-lois Calhoun | Digital Learning | Specialist |

| Elementary Committee | | |
|---|---|---|
| **Name** | **Campus** | **Position** |
| Stephanie Clark | Milam | 5th Grade Teacher |
| Erika Pocaterra | Hays | 4th/5th Bilingual Teacher |
| Jessica Brown | Buice | 3rd Grade Teacher |
| Memrey White | Fly | 4th Grade Teacher |
| Gabriel Mendez | West | 5th Grade Teacher |
| Andrea Soto | Goliad | 3rd Bilingual Teacher |
| Allisha Pierce-Deshazo | Hays | Instructional Coach |
| Brittani Espino | Alamo | Instructional Coach |
| Teri McLeod | Cameron | 5th Bilingual Teacher |
| Timothy (Augustus) Young | San Jacinto | 5th Grade Teacher |
| Laurie Bruner | Pease | Kindergarten Teacher |
| Maria Celaya- Borrego | Austin | Elementary 1 (1st - 3rd) Teacher |
| Dora Celaya- Borrego | Austin | Elementary 2 (4th - 6th) Teacher |
| Rebecca Wright | EK Downing | 5th Grade Teacher |

| Middle School Committee | | |
|---|---|---|
| **Name** | **Campus** | **Position** |
| D'Andra Hendricks | Wilson and Young MOH | 8th Grade Teacher |
| Devon Vasquez | Wilson and Young MOH | 8th Grade Teacher |
| Mark Glasscock | Crockett | 7th Grade Teacher |
| Marissa Gordon | Bowie | 8th Grade Teacher |
| Leticia Cruz | Crockett | 6th Grade Teacher |
| Erik Acosta | Bonham | 8th Grade Teacher |
| Michaella Hansen | Nimitz | 7th Grade Teacher |
| Tabitha Najera | Nimitz | 6th Grade Teacher |

| High School Committee | | |
|---|---|---|
| **Name** | **Campus** | **Position** |
| Madhumita Samayamanthula | Odessa High School | Biology and IB Biology Teacher |
| Rosa Glover | Odessa High School | Physics and IB Physics Teacher |
| Shelley Wright | Permian High School | Forensics and DC Geology Teacher |
| Maria Lopez | New Tech Odessa | Physics and AP Physics Teacher |
| Rochelle Manalastas | Odessa High School | Biology and AP Biology Teacher |
| Zondra Pointer | Odessa High School | Chemistry and IB/AP Chemistry Teacher |
| Judith DeLeon | Odessa High School | IPC Teacher |
| Travis Cooper | Odessa Collegiate Academy | Biology Teacher |
| Jennifer Livesay | Permian High School | Biology and AP Environmental Systems Teacher |
| Elizabeth Wilbanks | Permian High School | CT Biology Teacher |
| Kristi Weaver | Permian High School | MCL - Biology Teacher |
| Laura Box | Permian High School | AP Biology and Astronomy |
| Christopher Molina | Permian High School | IPC Teacher |
| Usharani Mallavarapu | Permian High School | Physics Teacher |
| Rebecca Joy | Permian High School | Department Chair - Chemistry and AP Chemistry Teacher |
| Rebecca Orcutt | Odessa High School | Department Chair - AP Physics and Forensics Teacher |
| Cassidy Reddell | Permian High School | Chemistry Teacher |
| Stephanie Marin | Odessa High School | MCL - Biology Teacher |
| Rachel Glasscock | New Tech Odessa | Chemistry Teacher |

| ECISD Adoption of Science Instructional Materials Action Plan | |
|---|---|
| **Month** | **Action Step(s)** |
| **April - May 2023** | • The content coordinator works with DLT, content specialist, and campus leadership teams to attend a materials preview meetings to determine the top 5 vendors that will make the cut for the full adoption process. |
| **August - September 2023** | • The content coordinator works with DLT, content specialist, and campus leadership teams to appoint science adoption committee members. (SACMs)<br>• Ensure all of the following have representation: teachers, admin, and digital learning and IT |
| **September – November 2023** | The content coordinator provides a list of SACMs when complete, to the IMA team/Associate Superintendent |
| **September - December 2023** | • SACMs will attend a TEKS Alignment and 3D Learning Training<br>• SACMs and the content coordinator develop a needs assessment (a Google Form) for instructional materials to send out to teachers. (We will make sure to base this on materials that have been **released from TEA** - full review ready ~August 2023) |
| **October - December 2023** | SACMs use the results of the needs assessments to develop specifications and evaluation instruments for instructional materials. (Pick and tweak the rubrics from Texas Agencies for District use) |
| **November - December 2023** | The content coordinator reviews needs assessments and results with DLT; Coordinator starts requesting textbook samples from vendors and sending out campus no-contact letters. |
| **October 2023 - January 2024** | District Textbook Meeting with SACMs to review district rules, guidelines, and expectations. |
| **November 2023 - February 2024** | **(TEA Releases approved list - Scheduled for November 2024 Board Meeting)**<br>• SACMs review instructional materials, attend presentations, and seek input from campuses.<br>• A public viewing/ hearing notification will be placed in the Odessa American/District Website/Facebook/Twitter.<br>• SACMs vote on their top 3 materials per course/grade level and submit findings to IMA Coordinator.<br>• The district's IMA contracts will be sent to the top 3 vendors. |
| **January - March 2024** | • Public Hearing of Instructional Materials at the Instructional Materials Building.<br>• The IMA team approves IMA expenditures or requests proposal revisions<br>• The district engages in contract negotiations with vendors. |
| **March 2024** | • SACMs submit the proposed adoptions to the Associate Superintendent of Curriculum and Instruction who then sends them to the school board for final approval<br>• Once approved Purchasing Department initiates the ordering process. |

| ECISD Adoption of Science Instructional Materials Meetings | | | | |
|---|---|---|---|---|
| **Publisher** | **Date of Presentation** | **Time of Presentation** | **Location of Presentation** | **Grade Band Covered** |
| Cengage/Nat Geo | January 10th | *Dinner at 5:30 and the Presentation will begin promptly at 6:00 and will conclude at 8:00* | *IMA Building 119 E. 52nd Street Off of Andrew Highway behind Texas Burger* | High School Only |
| McGraw Hill | January 11th | | | All Grade Bands |
| Discovery Education | February 1st | | | Elementary and Middle School Only |
| STEMscopes | January 18th | | | All Grade Bands |
| SAVVAS | January 23rd | | | All Grade Bands |
| Summit K-12 | January 25th | | | All Grade Bands |
| Committee Debrief and Final Ranking | March 8th | 1:30-4:00 | | All Grade Bands |

| ECISD Final Selection for Science Proclamation 2024 | |
|---|---|
| Kindergarten | McGraw Hill |
| 1st Grade | |
| 2nd Grade | |
| 3rd Grade | |
| 4th Grade | |
| 5th Grade | |
| 6th Grade | SAVVAS |
| 7th Grade | |
| 8th Grade | |
| IPC | McGraw Hill |
| Biology | McGraw Hill |
| Chemistry | McGraw Hill |
| Physics | McGraw Hill |
| Aquatics | McGraw Hill |
| Forensics | Cengage |
| Astronomy | McGraw Hill |
| Environmental Systems | McGraw Hill |
| Anatomy and Physiology | McGraw Hill |
| AP Biology | SAVVAS |
| AP Physics | SAVVAS |
| AP Chemistry | SAVVAS |
| AP Environmental Systems | SAVVAS |

| Guiding Questions for Adoption | |
|---|---|
| *In thinking about making a selection that will be with us for the next 8 years. Let's think through the following questions to ensure we are making the right decisions for the right reasons. Our decisions needs to be completey objective and backed by evidence. Opinions needs to come in to play only when it comes to support.* | |
| Elementary Primary Resource | Secondary Pimary Resource |
| McGraw Hill, Discovery ED, SAVVAS, Summit K12, STEMscopes | McGraw Hill, SAVVAS, Summit K12, STEMscopes, *Cengage |
| Which 2 platforms are you ok with getting rid of right off the bat? | |
| As an individual, decide the ranking of each of the 3 remaining platforms. | |
| Of these platforms, which pieces fall into each of the categories: A must, nice to have, not needed. Think about this in terms of print materials for teachers and or students, hands on equipment kits, lab refill kits, student consumable workbooks, digital access, etc. | |
| Based on the conversations above, can you come to an agreement on the order of the top 3 platforms? | |
| Let's think thoroughly about all that the winning platform has to offer. Now, let's think about the ideal supplemental resources that would complement this platform. | |
| Use this padlet to go through and record your thoughts for the must, nice to have, and not needed. As you submit your response, please make sure you include your name, campus and grade level. | |
| Padlet Links | |
| Elementary | Secondary |
| **Supplemental Resource List:**<br>Legends of Learning<br>NewsELA<br>Sirius<br>Mystery Science<br>Gizmos<br>Texas Gateway (free)<br>Learn360 (free)<br>BreakoutEDU<br>Merge Cubes | **Supplemental Resource List:**<br>Legends of Learning<br>NewsELA<br>Sirius<br>Gizmos<br>Texas Gateway (free)<br>Learn360 (free)<br>BreakoutEDU<br>Vernier Connections |
| Finally, go through and look at the comments and like the ones that you agree with. | |
| Go to the Google Form and Place your final vote. This is for board purposes. | |

Elementary Final Vote Link

bit.ly/ESProc2024-FV

Middle School Final Vote Link

bit.ly/MSProc2024-FV

High School Final Vote Link

bit.ly/HSProc2024-FV

# PROCLAMATION 2024 - SCIENCE K-12 INSTRUCTIONAL MATERIALS ADOPTION

ECTOR COUNTY ISD CURRICULUM AND INSTRUCTION

# OUR MISSION:



The ECISD Science Department aims to cultivate students' appreciation for science, enabling them to actively participate in discussions, hands-on experiences, and teachable moments across scientific disciplines. This fosters scientific literacy, empowering students to continue learning and engaging with science throughout their lives.

# HOUSE BILL 1605 INFORMATION



- Proclamation 2024 is exempt from the initial IMRA process.
- Science materials K-8, IPC, Biology, Chemistry, & Physics were run through the TEA's process and the Texas Resource Review (TRR) for TEKS alignment verification.
- Electives did not go through TRR.
  - This includes: Astronomy, Aquatics Science, Environmental Systems, Anatomy and Physiology, Forensics, AP Courses.

# ECISD Adoption of Science Instructional Materials Action Plan

| Month | Action Step(s) |
|---|---|
| April - May 2023 | • The content coordinator works with DLT, content specialist, and campus leadership teams to attend a materials preview meetings to determine the top 5 vendors that will make the cut for the full adoption process. |
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ACTION PLAN Science

# ADOPTION COMMITTEES

## Science

### District Level Committee

| Name | Department | Position |
|---|---|---|
| Dr. Lilia Nanez | Curriculum and Instruction | Associate Superintendent |
| Lisa Wills | | |
| Caitlin Couch | | |
| Jennifer Wimberley | | |
| (Aide) Shelli Emiliano | | |
| Bridgette Casas | | |
| Angela Johnson | | |
| Diane Harlan | | |
| Misty Hiner | | |
| Rosemary Valadez | | |
| Natalie Rubalcado | | |
| Leslie Wilson | | |
| Heather Dolloff | | |
| Fabiola Soto | | |
| Amanda Webber | | |
| Til-lois Calhoun | | |

### High School Committee

| Name | Campus | Position |
|---|---|---|
| Madhumita Samayamanthula | Odessa High School | Biology and IB Biology Teacher |
| Rosa Glover | Odessa High School | Physics and IB Physics Teacher |
| Shelley Wright | Permian High School | Forensics and DC Geology Teacher |
| Maria Lopez | New Tech Odessa | Physics and AP Physics Teacher |
| Rochelle Manalasto | | |
| Zondra Pointer | | |
| Judith DeLeon | | |
| Travis Cooper | | |
| Jennifer Livesay | | |
| Elizabeth Wilbanks | | |
| Kristi Weaver | | |
| Laura Box | | |
| Christopher Molina | | |
| Usharani Mallavara | | |
| Rebecca Joy | | |
| Rebecca Orcutt | | |
| Cassidy Reddell | Permian High School | |
| Stephanie Marin | Odessa High School | |
| Rachel Glasscock | New Tech Odessa | |

### Middle School Committee

| Name | Campus | Position |
|---|---|---|
| D'Andra Hendricks | Wilson and Young MOH | 8th Grade Teacher |
| Devon Vasquez | Wilson and Young MOH | 8th Grade Teacher |
| Mark Glasscock | Crockett | 7th Grade Teacher |
| Marissa Gordon | | |
| Leticia Cruz | | |
| Erik Acosta | | |
| Michaella Hansen | | |
| Tabitha Najera | | |

### Elementary Committee

| Name | Campus | Position |
|---|---|---|
| Stephanie Clark | Milam | 5th Grade Teacher |
| Erika Pocaterra | Hays | 4th/5th Bilingual Teacher |
| Jessica Brown | Bulce | 3rd Grade Teacher |
| Memrey White | Fly | 4th Grade Teacher |
| Gabriel Mendez | West | 5th Grade Teacher |
| Andrea Soto | Goliad | 3rd Bilingual Teacher |
| Allisha Pierce-Deshazo | Hays | Instructional Coach |
| Brittani Espino | Alamo | Instructional Coach |
| Teri McLeod | Cameron | 5th Bilingual Teacher |
| Timothy (Augustus) Young | San Jacinto | 5th Grade Teacher |
| Laurie Bruner | Pease | Kindergarten Teacher |
| Maria Celaya- Borrego | Austin | Elementary 1 (1st - 3rd) Teacher |
| Dora Celaya- Borrego | Austin | Elementary 2 (4th - 6th) Teacher |
| Rebecca Wright | EK Downing | 5th Grade Teacher |

# ROUND Top #Eight

| Publisher | Date of Presentation | Time of Presentation | Location of Presentation |
|---|---|---|---|
| Cengage/National Geographic | May 10th | 1:00-3:00 | Conference Room D |
| STEMscopes | May 15th | 1:00-3:00 | Conference Room E |
| Discovery Education | May 17th | 1:00-3:00 | Conference Room D |
| HMH | May 19th | 1:00-3:00 | Conference Room D |
| McGraw Hill | May 22nd | 1:00-3:00 | Conference Room D |
| EduSmart | May 23rd | 1:00-3:00 | Conference Room D |
| Savvas | May 24th | 1:00-3:00 | Conference Room D |
| Summit K-12 | May 25th | 2:00-4:00 | Conference Room D |

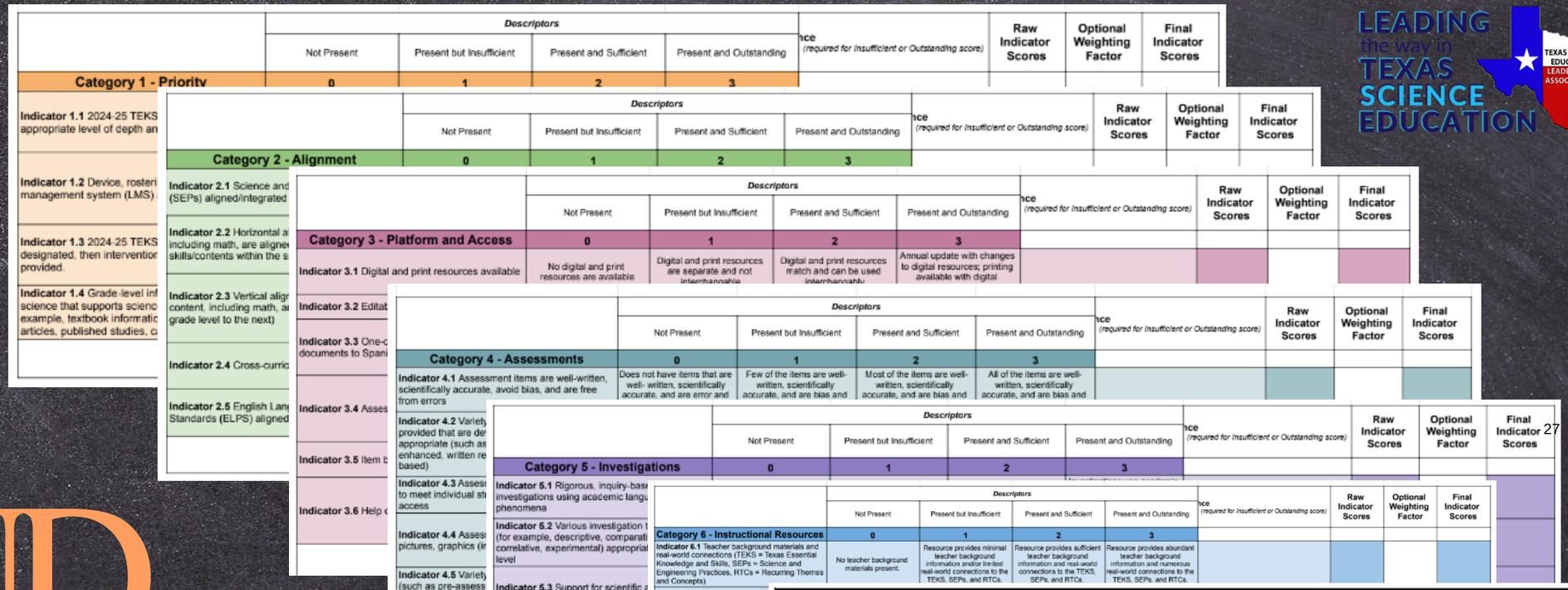
**ECISD Adoption of Science Instructional Materials Questionnaire**

| Vendor Name: | | | Date: |
|---|---|---|---|
| Previewer: | | | Department: |
| Question | Yes | No | Comments |
| Is this product 100% TEKS Aligned? | ☐ | ☐ | |
| Is this product 100% ELPS Aligned? | ☐ | ☐ | |
| Is this product offered 100% in English and Spanish at least K-5? | ☐ | ☐ | |
| Does your platform integrate with Classlink? | ☐ | ☐ | |
| Does your platform talk with Schoology? Is there a grade pass back? (Focus) | ☐ | ☐ | |
| Do you follow the 5E Model? | ☐ | ☐ | |
| Are there opportunities for students to view the content in multiple modalities within each lesson cycle? | ☐ | ☐ | |
| Do you offer both intervention and accelerated differentiation? | ☐ | ☐ | |
| Are there multiple opportunities for hands-on investigations throughout each lesson? | ☐ | ☐ | |
| Are there lab kits that can be purchased that follow the lessons within the platform? | ☐ | ☐ | |
| Are there guided lessons and answer keys? | ☐ | ☐ | |
| Does the platform provide a student view for teachers to preview? | ☐ | ☐ | |
| Is the material organized by TEKS or thematically? | ☐ | ☐ | |
| Do you have any partnerships with other vendors? | ☐ | ☐ | |
| Do you have an Assessment Package available in your platform? Would this be an extra cost? | ☐ | ☐ | |
| What is the projected price per student per year? | | | |
| Place any additional comments in the space below. | | | |

LEADING the way in TEXAS SCIENCE EDUCATION

TEXAS SCIENCE EDUCATION LEADERSHIP ASSOCIATION

# ROUND Top #3 Five






## ECISD Adoption of Science Instructional Materials Meetings

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| Committee Debrief and Final Ranking | March 8th | 1:30-4:00 | | All Grade Bands |

STEMscopes PREK-12 The Leader in PreK-12 STEM Education

Discovery EDUCATION

Mc Graw Hill

SUMMIT K12

SAVVAS realize™

CENGAGE

# THE FINAL RESULTS

Scien
ce




ELEMENTARY MIDDLE SCHOOL HIGH SCHOOL

# COMMITTEE IDENTIFIED Strengths

- 100% TEKS and ELPS Aligned
- Contains High Rigor
- Student-centered and engaging
- 5E lesson design
- Pairs well with Classlink and Schoology
- Cross-curricular literacy
- Differentiation of resources
- Language support in multiple languages including audio and student home/parent information
- The resource follows the 3 Dimensional learning design which includes Science and Engineering Practices, Recurring Themes and Concepts, and TEKS all centered around an anchoring phenomenon
- Multi-modal

# THANK YOU!

# QUESTIONS?

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Anthony Sorola, Associate Superintendent Athletics/Human Capital/Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF EDUCATIONAL SPECIFICATIONS, METHOD OF COMPLIANCE, AND LEVEL OF FLEXIBILITY IN FACILITY DESIGN**

**DATE:** March 26, 2024

---

It is the recommendation of the administration that the Board of Trustees approve the Educational Specifications, Method of Compliance, and Level of Flexibility in facility design. The Educational Specifications and any revisions must be approved by the Board of Trustees. In addition, the Method of Compliance and Level of Flexibility in facility design must be approved by the Board of Trustees before design development for a capital improvement project commences.

- Method of Compliance: Quantitative
- Level of Flexibility: Level 2

**********

Administrative Recommendation:

Approval of the Educational Specifications, Method of Compliance, and Level of Flexibility in facility design as presented.



# Educational Specifications

Ector County Independent School District

**Issued: March 22, 2024**

ECISD

OUR students...THE future

*This page intentionally left blank.*



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# ACKNOWLEDGMENTS

## BOARD OF TRUSTEES

| | |
|---|---|
| Dawn Miller | Position 1 |
| Delma Abalos | Position 2 |
| Wayne Woodall | Position 3 |
| Chris Stanley | Position 4 |
| Dr. Steve Brown | Position 5 |
| Tammy Hawkins | Position 6 |
| Bob Thayer | Position 7 |

## SUPERINTENDENT CABINET

Dr. Scott R. Muri, Superintendent of Schools
Dr. Anthony Sorola, Associate Superintendent of Human Capital/Operation/Athletics
Dr. Keeley Boyer, Chief of Schools
Deborah Ottmers, Chief Financial Officer
Dr. Lilia Nanez, Associate Superintendent of Curriculum and Instruction
Alicia Syverson, Assistant Superintendent of Student & School Support
Mike Adkins, Communications Officer
Dr. Kellie Wilks, Chief Technology Officer
Jerry Mahana, Director of Purchasing

# INTRODUCTION

As Ector County ISD grows and builds new schools or renovates existing schools, the District is committed to creating future-focused learning environments that meet the needs of new generations of learners. These new construction projects must align with the Board-adopted Strategic Plan, including its Core Beliefs & Mission to inspire and challenge every student to be prepared for success and to be adaptable in an ever changing society. The District also believes that student success is best achieved in a supportive climate and safe environment.

ECISD is committed to producing graduates who have a rigorous academic foundation as well as other attributes that focus on the whole student. The construction of new schools and classroom additions provides Ector County ISD an opportunity to design and build these learning environments. With this goal in mind, keeping an eye on student-centered learning and other future-focused design concepts outlined in these School Education Specifications.

The Texas Education Agency requires all school districts to create and review a written educational program that guides the design process of new proposed facilities or major renovations. These educational specifications should include a description of the proposed project and a range of issues and alternatives to be considered. During this process, the district shall allow for input from teachers, other school campus staff, and District program staff in developing the educational specifications.

Educational specifications are necessary as they provide the link between learning and the design of educational facilities. They outline essential educational concepts and detailed facility needs, considering community values, current and future educational delivery, and the impact of technology on learning.

Educational specifications are an integral part of the Ector County Independent School District Long Range Strategic Plan and they have been developed to support the District's vision and strategic goals. Educational specifications should support the overall educational goals of the District, yet be nimble enough to allow for the effective and efficient design of school facilities.

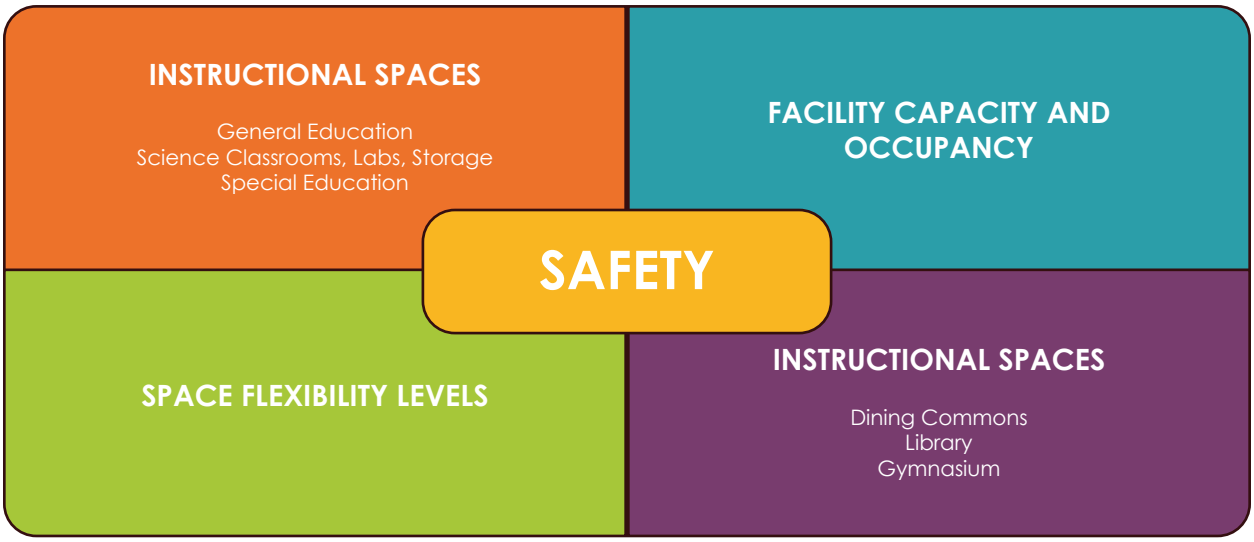
The educational specifications provide specific facility needs required to complement the District's educational delivery model. They also provide consistency among similar project types between campuses to reduce inequities and simplify the planning process of future projects.

It is important to note the intent of these educational specifications should be used as a tool for communicating the physical requirements of learning environments between educators, design professionals, and community members. This document should also be used as a guide for assessing current facilities and identifying future facility priorities. It is important to keep in mind that this is the initial document and is only the starting point for discussions regarding ECISD facilities. This document is expected to evolve as the District evolves and will need periodic updates.



Educational Specifications (Ed Specs) are strategically aligned to the district's vision, mission, and educational goals. They guide the design process of new facilities or major renovations to existing structures. The information is intended to be used in conjunction with the educational and strategic goals of Ector County ISD and the District's overall Long-Range Facility Master Plan. The Ed Specs are to be made available to design professionals prior to the commencement of capital improvement projects. This satisfies the Texas Education Agency (TEA) requirements relating to written educational program documents.

Effective for all capital improvement projects beginning Nov. 1, 2021, and thereafter, Texas School Districts are required to comply with new TEA standards. Spaces and issues addressed in these standards include:




Educational Specification documents are intended to guide planning in a way that creates consistency from campus to campus, increasing equity while remaining fluid enough to allow for innovative, effective, and efficient school design. Content identifies essential instructional concepts and detailed facility needs, taking into consideration current and future educational delivery models, the role technology plays in the instructional environment, and the shared values of community members and educators.

Educational Specifications serve the following purposes:

1. Communicate district expectations regarding parity across district educational facilities and establish expectations for future designs or renovations.

2. Form consensus among educators at the District Leadership level regarding grade level alignments, capacity calculations, and establish parameters for campus input, as well as campus type levels regarding space type activities, tools, and aesthetics.

3. Establish a benchmark which creates a baseline condition to facilitate future assessments, helps establish consistency/equity across district educational facilities, and measure the alignment of physical environments with educational models.

Educational Specifications consider multiple sources of compliance inclusive of the Texas Education Code, State, City/County and other Regulatory entities. There is little to no room for how these rules are interpreted. District standards around space, technology, and security create boundaries for the development of specifications. Campus flexibility and customization guidelines are established to meet the desired educational outcomes.
Minimum Requirements:

1. District mission, vision, goals, and pedagogy expectations:

   The district's current mission, vision, and goals are to be included in the Educational Specifications. The Educational Specifications should be updated to reflect updates and changes as they are made. ECISD leadership is required to identify minimum expectations relating to pedagogy identifying frameworks and techniques to be used for teaching in learning.

2. Details related to facility type, grade levels served, and maximum student enrollment:

   Educational Specifications identify the specific types of facilities a district will use for instructional purposes and what grade levels will be served at each facility. ECISD leadership has determined the maximum student enrollment in each classroom. Room size specifications accommodate the state maximum of 22 students per classroom in grades PK-4. There is no maximum student enrollment designated by TEA for grades five and above in general education classrooms.

3. Pertinent provisions of the multi-hazard emergency operations plan that informs the functionality of facilities:

   At minimum, TEA requires districts to identify communication infrastructure for every classroom and access control information for all exterior doors. Project scope and construction budget determines what additional safety measures must be included in the Educational Specifications.

| Project Budget | Added Safety Measures |
|---|---|
| $1 M to $5 M = 1 additional measure (any) | Exterior Door Numbering |
| $5 M to $10 M = 2 additional measures (any) | Visitor Management |
| >$10 M = All 3 additional measures required | Security Cameras |

4. Guidance on inclusive design and how it is addressed through facility design:

   Through the Educational Specification development process, district team members identified expectations for inclusive design as it pertains to the full range of human diversity. This includes, but is not limited to, designing for varying levels of ability when it comes to mobility, dexterity, eyesight, hearing, and memory of the intended audience. Information contained in this section guides designers in how to develop experiences that serve as many people as possible.

5. Minimum total square footage required to comply with TEA methodologies:

   TEA allows districts to choose between two space calculation compliance methodologies – quantitative versus qualitative – which are also dependent upon the flexibility level. School Board members are required to approve and adopt direction on the compliance methodology and flexibility level prior to the design phase of any capital improvement project started after Nov. 1, 2021.

Disclosure Statement:
TEA has not provided clarity around if a district is required to bring all spaces in a building up to compliance when making renovations. Ector County ISD should consult with their attorney to make appropriate decisions regarding existing spaces during renovations and additions.

## OVERVIEW | CONSIDERATIONS

The Educational Specifications cover a broad range of information but are not intended to be all inclusive. This document is a MINIMUM REQUIREMENT document. The district will determine where it is appropriate and necessary to require architects to design buildings on a larger scale.

APPLICATION OF THE EDUCATIONAL SPECIFICATIONS

The Educational Specifications identify specialty programmatic spaces that are current and relevant to Ector County ISD in 2023. This document is not intended to communicate that all specialized programmatic spaces will be provided in all future buildings. All design professionals should confirm programmatic inclusion during the project scope work. Specialized programs include Special Education, Fine Arts, Physical Education, and Career and Technical Education.

Ector County ISD maintains current district standards for building, technology, safety and security, and specific programs. The district standards should be referenced during the design and building process. Where the Education Specifications and the district Standards contain different information, it is the responsibility of the architect to confirm district desires at the time of design.

When planning for future bond projects, the district should use programming documents to guide decisions regarding square footages and pricing. The Education Specifications are minimum requirements and may not accurately reflect the total square footage that Ector County ISD desires in a new space.

Consideration should be given to the following guiding principles:

FLEXIBILITY

- Mobile and flexible furniture that encourages responsiveness to different situations.
- Allows for teachers and students to present and engage through various environmental configurations.

ACCESSIBILITY

- Easy and frequent exposure to natural lighting and outdoor spaces.
- Infrastructure that supports 1:1 device opportunities as well as desktop capabilities for some classrooms.
- Inviting and engaging environments that promote community involvement.

## OVERVIEW | CODES

**STATE STANDARDS AND LOCAL CODES**
All Ector County ISD schools shall comply with the following:

- Texas Education Agency's School Facility Standards, Texas Administrative Code, Chapter 61, Subchapter CC, Rule 61.1040 for all construction on or after November 1, 2021
- Architectural Barriers Texas Accessibility Standards (TAS), adopted in 2012
- Building codes as adopted by the cities within the Ector County ISD boundaries. In the case there is no code adopted, schools shall abide by the current version of the International Building Code.

## OVERVIEW | SAFETY AND SECURITY

Student and staff safety in our schools is of paramount importance and must be viewed as a priority consideration of these Educational Specifications. Ector County ISD best practice guidelines follow the mandated TEA standards (Updated fall 2021; May 2023).

**Site Security Guidelines**

- Each Site should have a minimum of 2 main access points / drive approaches to support traffic control and First Responder access.
- Provide fencing around all portable buildings tying back to main campus.
- Visibility is the primary deterrent. Landscaping must not provide places to hide or mask windows from street view.
- Provide LED exterior lighting judiciously placed to enhance visibility and deter wrongdoing.
- Site and Directional Signage should be reviewed no later than Design Development with Planning & Construction.

**Building Security Guidelines**

- Fire Safety minimum requirements as outlined in code should be used for reference and compliance.
- Building design should simplify corridor design to minimize hidden areas and help with supervision. Minimum clear hallway widths should not be reduced by backpack storage or lockers.
- Provide overhead gates to divide off certain areas of the building for after hours use. Confirm locations with Fire Marshal and coordinate automated controls tie-in to Fire Alarm Control Panel.
- Provide evacuation maps for district's use and identify shelter in place locations on map. All areas of refuge should be confirmed with ECISD.
- In secondary campuses, locate SRO / Police Officer office outside of Admin Suite, but nearby. Provide direct access to Main Hallways, as well as a nearby exterior door.
- Provide intrusion alarm keypads at front office, kitchen exterior door, classroom doors. See door.
- Provide 2–way communication system at all classrooms.
- Provide vision panels in all learning environment doors.
- Classroom door locks should allow classrooms to remain locked at all times.

## SUPPLEMENTAL RECOMMENDATIONS | REQUIREMENTS

**Entry Point Guidelines**

- A single point of entry for visitors to the campus will be provided as part of all new and campus renovations. This is accomplished using a secure entry vestibule.
- Limit the number of entries/exits to a campus wherever possible, while still meeting emergency egress requirements as outlined by the governing building codes.
- Secondary exits will be monitored (contact sensors + security cameras) and access gained only through card reader activation.
- All instructional facilities campus-wide, including portable buildings, must include the addition of **graphically represented alpha-numerical characters** on both the interior and exterior of each door location. Start with Main Entry door and number in clockwise direction.
- Include key-card access on exterior doors for new and renovated buildings.

**Security Camera Guidelines**

- Security Camera quantity will be based on building configuration; review early in Schematic Design with ECISD Administration, representatives from School Safety Team, as well as ECISD campus police.
- Security Cameras should be positioned to capture all entry points, major courtyards, service courts (generator set), outdoor learning spaces, and bus drop off. Include any exterior areas that are "hidden" from passive observation based on final building configuration.
- Pre-Wire for future video and audio feeds from Special Education Rooms per Senate Bill 507.

**Access Control System Guidelines**

- Develop a document that designates each exterior door of each instructional facility campus wide as either primary, secondary, or non-designated entrances.
- Kitchen / Service entry to receive card reader, annunciation bell, and Security Cameras. No remote release needed.
- Access Control System Locations:
  - The security vestibule at the school's primary entrance
  - Select doors as deemed necessary for staff access
  - All doors into Administration area from lobby and from all the surrounding corridors

**Programming Checklist**

- The following topics should be reviewed, and requirements documented during the Programming Phase of the project. Meeting to include representation from ECISD Administration, representatives from School Safety Team, as well as ECISD campus police.
- Current TEA Standard policy alignment
- Police / Security Officer campus presence
- Camera-Phone locations
- Secured Entry Vestibule | Placement of Security Film
- Access Control Points | Intrusion Alarm System
- Security Cameras | Remote monitoring capabilities
- Site Fencing | Site Lighting
- Lockdown protocols | Panic Buttons | Electronic Door Hardware
- Typical Hardware Sets
- PA System | Emergency Communication Links
- Panic Alert System

## DISTRICT INFORMATION

### STRATEGIC PLAN 2019-2024

In March 2019, the seven Ector County ISD Trustees plus the Superintendent began work on a strategic plan to guide the District for the next five years. From their initial work came the overarching Vision. Over the next year, more than 100 people – school district leaders, campus leaders, teachers, students, parents, and wide array of community members – strove to create a plan that will carry out the District's Mission.

**"Believing OUR Students are THE Future, the mission of Ector County ISD is to inspire and challenge every student to be prepared for success and to be adaptable in an ever-changing society."**

The strategic planning team worked from the foundation of 12 fundamental **Beliefs.**

**Receiving a quality education is a fundamental right for every student**
**Preparing our graduates for success after high school**
**Engaging in learning is a shared responsibility between students, staff and parents**
**Valuing our students, staff, parents and community**
**Identifying a pathway for success for every student to become a leader**
**Providing a consistent and viable education for every student**
**Recruiting, retaining, and developing the best people**
**Making decisions that are driven by the needs of students**
**Setting each other up for success**
**Upholding community traditions and civic engagement**
**Embracing diversity**
**Learning that is supported by safe and healthy student classrooms and school culture**

From this work came three areas of focus; three strategic themes - Foundational Excellence, Talent Development, and the Learning Journey.

Our new strategic plan is not just a long list of boxes to check. It is a theory of action, if implemented well, it will forever influence and change the paths of our students. Their future is in our hands, and **The Future is Now.**

THE FUTURE IS NOW
Foundations • Talent • Learning

## FOUNDATIONAL EXCELLENCE

***We will create an organization that operates with excellence today, while continuously researching and developing tomorrow's practices. We will be a district of leaders.***

STRATEGIC PLAN PROJECTS:

**Systematize Social Emotional Learning**
ECISD will build a district-wide awareness and commitment to develop, implement and integrate Social Emotional Learning (SEL) initiatives district wide acquiring and applying the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions. Additionally, ECISD will develop an adult collective understanding and shared vision of SEL that creates systemic change where SEL can thrive and advance educational equity and excellence through authentic school-family-community partnerships.

**Systematize Equity Based Funding**
ECISD will systematize equity based funding which allocates non payroll budgets to schools based on student population and individual student needs so that schools can serve students with the appropriate support and resources.

**Incorporate Modified Zero-Based Budgeting**
ECISD will incorporate modified zero-based budgeting which allocates non payroll budgets to departments based on prioritized needs and specific requests so that departments provide intentional and effective support services.

**Develop Long Range Facilities Master Plan**
The LRFP will bring our facilities up to date through a long range building replacement cycle.

**Develop Efficient Systems to Increase Productivity in Operations**
By developing and implementing efficient operational systems, ECISD District Operations will ensure improved facilities and operational processes, therefore elevating the student, staff, and community experience in our buildings and on our buses.

**Attain Data Interoperability**
Achieve accurate, accessible and timely data for district analysis.

**Earn Trusted Environmental Seal**
ECISD will make adjustments to current practice that will enhance district processes that ensure student and business data security and earn the national Trusted Learning Environment seal.

**Establish District Technology Standardization**
Modernize tech standards by establishing a mobile device standard and equipping classrooms/spaces with a wireless canopy.

**Provide Home Internet Connectivity**
Ensure all ECISD students have broadband access at home.

## ECISD Strategic Themes

### TALENT DEVELOPMENT

***We will invest in talent; recruit, train and retain quality people committed to equipping our students for the future.***

STRATEGIC PLAN PROJECTS:

**Strengthen Professional Learning Communities**
Implement Professional Learning Communities with fidelity following the Relay Model in Data Driven Instruction process, develop TEKS know/show, and engage in Observation/Feedback in order to build the capacity of teachers.

**Implement Personalized Professional Learning**
Ector County ISD will grow all staff to be highly effective to provide a quality educational experience for all students. By engaging in job-embedded, personalized professional learning. Staff will add to their skill set and be supported to promote staff retention and create pathways for advancement.

**Cultivate Talent Pipelines**
Ector County ISD will develop systems to strengthen the qualified pool of potential candidates for positions within ECISD thus reducing openings and the cost and time to hire.

**Incorporate Strategic Staffing and Compensation**
Ector County ISD will use strategic staffing to optimize the current and future workforce of the district while also embedding strategic compensation to attract, retain and grow talented employees.

**Develop a System of Support for National Board Certification**
Provide growth and development opportunities for instructional staff by facilitating and supporting eligible staff through the process of obtaining National Board Certification



## ECISD Strategic Themes

### LEARNING JOURNEY

***We will ensure students are challenged with rigorous, relevant curriculum, while supporting them socially and emotionally to equip them for an ever-changing society.***

STRATEGIC PLAN PROJECTS:

**Establish "To and Through" Post-Secondary Department**
The mission of the To and Through Post-Secondary Department is to provide our students opportunities to prepare for the future and be successful in their college, career, and military goals.

**Develop Choice Schools**
ECISD will create a comprehensive school choice program designed to meet the needs of student interests, campus innovation/transformation, enrollment growth and campus capacity, and aligned to workforce demands.

**Systematized Blended Learning**
ECISD will implement research based instructional models which enable personalized learning for all students.

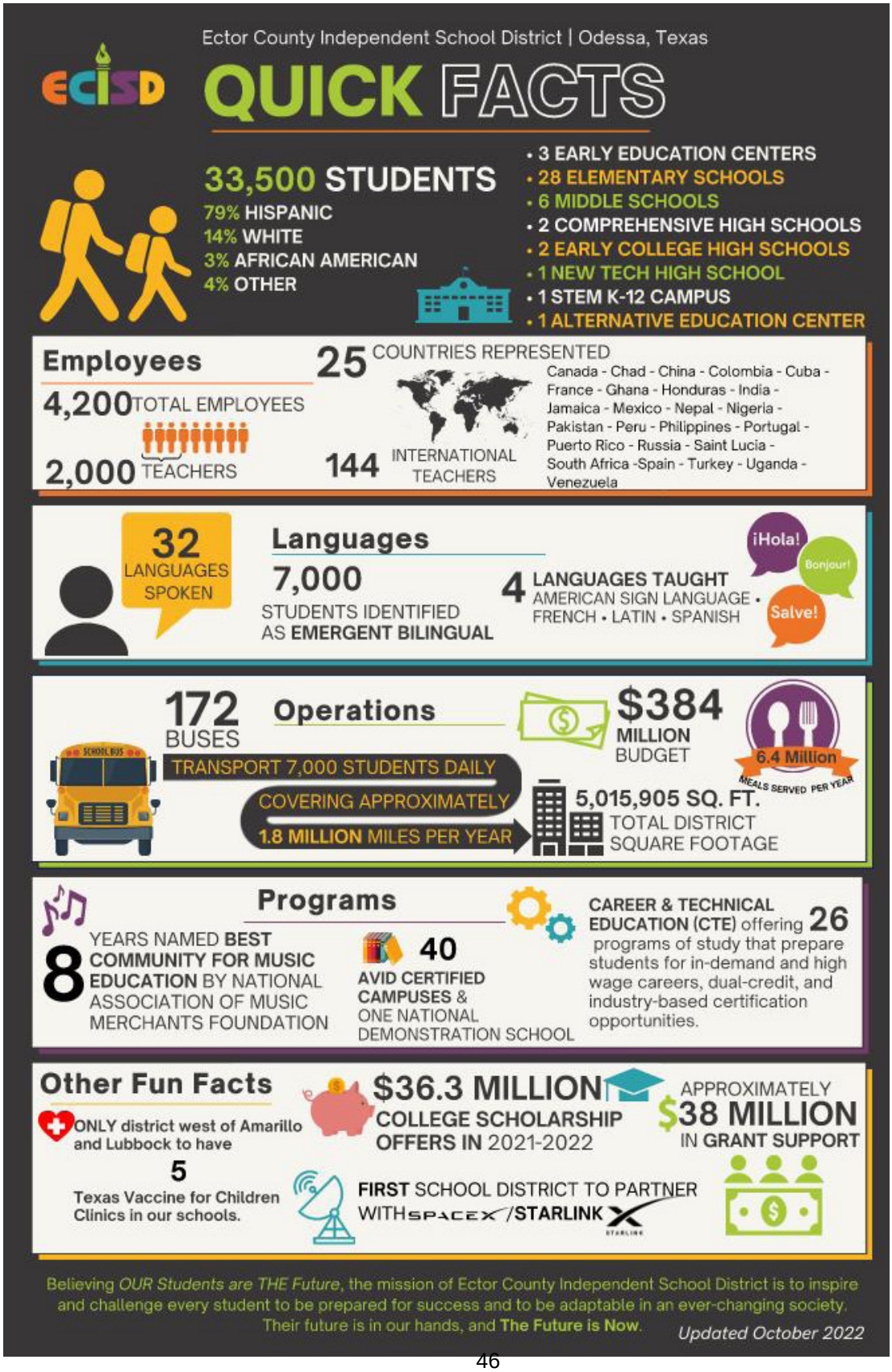
**Redesign the Student Summer Experience**
Summer learning will focus on the acceleration of instruction and address the opportunity gap of our students.

**Implement a Learning Management System**
ECISD will utilize technology resources that will enable students, teachers, and leaders to implement and monitor personalized learning for all through implementation of a learning management system.

**Expand Pre-K**
This charter is designed to address the need for high quality education in Pre-K 3 and Pre-K 4 in order to ensure that our students are Kindergarten ready.



## ECISD Quick Facts



## TEA STANDARDS | SAFETY AND SECURITY

**Compliance requirements applicable to all instructional facilities campus-wide.**
A capital improvement project of a school district must include campus-wide implementation of the following provisions:

**A.) Communications Infrastructure**

In accordance with TEC 37.108, a school district shall:

i. **Develop a multi-hazard plan** that provides measures to ensure that school district communications technology and infrastructure are adequate to allow for communication during an emergency;

ii. **Implement measures on new and renovated buildings to ensure every classroom and portable classroom provides** district employees, including substitute teachers, access to a telephone, cellular telephone, or other electronic communication device to allow immediate contact with district emergency services or emergency services agencies, law enforcement agencies, health departments, and fire departments; and

iii. **Develop site plans and floor plans for a school** in accordance with TEC 37.108.

**B.) Access Control**

A school district shall develop a document that designates **each exterior door** of each instructional facility campus wide as either **primary, secondary, or non-designated entrances and shall ensure that the documented designation** of all exterior **doors becomes part of the long-range facility plan** prior to commencement of construction of a capital improvement project

**Additional Standards based on project construction budget.**
The project construction budget approved by the school district shall determine how many of the additional safety and security standards established in paragraph 3 of this subsection are required for the project.

The school district shall designate in writing which of the items approved by school board to the prime design professional/design professional of record prior to commencement of the construction documents phase of project.

**A. Project construction budget is $1 - $5million = 1 additional standard**
**B. Project construction budget is $5 - $10million = 2 additional standards**
**C. Project construction budget is over $10 million = 3 additional standards**

**Additional safety & security standards applicable to all instructional facilities campus-wide.** A school district must include campus-wide implementation of the following standards in accordance with terms and requirements of paragraph (2) of this subsection.

**A.) Exterior Door Numbering**
All instructional facilities campus-wide, including portable buildings, must include the addition of **graphically represented alpha-numerical characters** on both the interior and exterior of each door location. The characters may be installed on the door, or on at least one door at locations where more than one door leads from the exterior to the same room inside the facility, or on the wall immediately adjacent to or above the door location. Characters shall comply with the IFC 505.

## TEA STANDARDS | SAFETY AND SECURITY

The **primary entrance** shall always be the first in the entire sequence and is the only door location that does not require numbering.

The **numbering sequence** shall be clockwise and may be sequenced for the entire campus or for each facility individually.

The **design professional of record** shall coordinate with school district personnel and local emergency response personnel prior to incorporating exterior door numbering characters and locations into the contract documents for the facility.

The **design professional of record** shall coordinate this with signage accessibility requirements.

**B.) Visitor Management**
All **primary entrances** must include the following:

i. An unobstructed line of sight of approaching visitors through physical or digital means.
ii. A physical barrier that prevents unassisted access to the facility by a visitor; and
iii. A location for a visitor check-in and check-out process.

**Security Cameras**
All **primary and secondary entrances** must include a security camera.

**Panic Alert Systems**
All rooms are to have access to a panic alert system. Districts have the flexibility to determine which system best suits their needs.

## Building Capacity

### What is Capacity?

Capacity is the number of students that can be accommodated in a building for instruction in a maximally efficient manner. Capacity numbers are affected by a series of variables including room use, planning factors, building infrastructure, class size, and building codes. Planning factors are used to determine a ratio for teaching staff to students.

Capacity numbers are governed by state standards but also reflect a school system's values and the resources the district has available. Class size policy, as determined by the school board, directly affects a building's capacity total.

### How is it determined?

Capacity numbers are calculated differently for different states and school districts, and they are also calculated differently for elementary and secondary schools.

Elementary schools' capacity is generated by multiplying the number of classrooms times by a planning factor and then determining what other spaces contribute to the capacity numbers in a facility, such as special education spaces and pull out programs. In addition, the size of the core spaces (library, cafeteria, restrooms) is evaluated to determine a maximum number of users.

Secondary schools' capacity is generated by multiplying the number of classrooms by a planning factor and then determining what elective spaces contribute to the capacity numbers in the facility due to usage. Spaces used all but one period of the day are counted towards capacity. In addition, the size of the core spaces (library, cafeteria, restrooms) is evaluated to determine a maximum number of users.

### Why does it change?

As populations grow and change, a need may arise for changing a room's use. If a room is converted from a non-capacity bearing function (e.g., a computer lab) to a classroom space, a new classroom's worth of capacity is added to the total building calculation.

## METHODOLOGY

**DESIGN CAPACITY**
The total number of student "seats" the facility was designed to accommodate.

**FUNCTIONAL CAPACITY**
Elementary School capacity was determined with a 95% utilization factor. Middle School and High School Capacity was determined with an 85% utilization factor.

## Building Capacity

School capacity and classroom sizes are based on the TEA Facility Standards Quantitative Compliance Method and Flexibility Level 2 (L2) for all schools.

### Elementary Schools

Design 800 Student capacity was determined using the following criteria:

- Planning factor: 22 students per classroom for Pre-K.
- Planning factor: 25 students per classroom for K-5th grade.
- All general use classrooms were counted.
- Special Education classrooms were included in the counts with a planning factor of 10 students per classroom.
- IPS rooms were not included in the counts.
- Other spaces not counted:
  - Art Room
  - Music Room
  - Resource Room
  - Gym
  - Cafeteria

### Middle Schools

Design 1200 Student capacity was determined using the following criteria:

- Planning factor: 28 students for each general classroom.
- Elective and program spaces were included as follows:
  - 26 students each for science, health, journalism, and art classrooms.
  - 28 students each for touch systems data entry classrooms.
  - 24 students each for PLTW, robotics, and computer science classrooms.
  - Drama was included in the counts at 25 students.
  - Band, choir, and orchestra were included in the count at 50 students per class.
- The Competition and Practice Gyms were not included in the counts.
- Special Education specialized classrooms were included at 12 students each.

### High Schools

Design 2500 capacity was determined using the following criteria:

- Planning factor: 26 students for each general classroom.
- Elective and program spaces were included as follows:
  - 28 students each for all CTE classroom, except as noted below.
  - 24 students each for PLTW, engineering, auto tech, construction, welding, and culinary.
  - 25 students each for Drama.
  - 26 students each for Art.
- The Competition and Practice Gyms were not included in the counts.
- Fine Arts classrooms were not included in the counts.
- Special Education specialized classrooms were included at 12 students each.
- ROTC classrooms were not included in the counts.

*** The Texas Education Code states that for grades K-4, the student to staff ratio may not exceed 22:1; however, school districts that exceed that ratio may apply for waivers at the beginning of each school year. There are no requirements for secondary schools.**

## EXECUTIVE BUILDING SUMMARY

### FUTURE READY LEARNING ENVIRONMENTS

Ector County ISD's renovations and new school facilities need to be designed to provide environments where innovation, creativity, and collaboration will thrive. In order to best align these environments to Ector County ISD's Design Principles and the major themes from the Design Principles Committee meetings, facility design should consider the following:

**Naturalness:**

Light: Diffused natural light helps to create a sense of physical and mental comfort, and its health benefits are many, boosting Vitamin D storage and increasing productivity. When combined with a well-designed artificial lighting solution, well-lit environments can be a boost to student success.

Air Quality: Opportunities to enhance air quality should be included via a combination of outside air and mechanical ventilation. School age student's lungs are particularly vulnerable to all types of pollutants because their breathing and metabolic rates are high, therefore particular care should be given to air quality.

Temperature: The right temperature can have a profound impact on achievement, as it can affect comfort levels and attention spans. Building orientation and sun glare control can greatly help with temperature goals.

Links to Nature: Access to the outdoor environments and views to the exterior are associated with improvements in the creative process. Ector County ISD schools should include learning environments that open directly to outdoor learning areas that allow play and social interaction.

**Individualization:**

Flexibility: The flexibility of learning spaces and its furnishings can encourage individualization by offering a variety of opportunities for diverse settings, individualized learning, and team work. Flexible learning environments allow for changes in pedagogical goals, educational programs, and instructional deliveries.

Ownership: Personalization of a space is essential in the development of students' identities and sense of worth. Learning environments should include furnishings that are mobile, allowing students to reconfigure their space, and ample display areas to feature student work so students feel a connection to their learning environment.

Connection: In school environments, connection relates to the pathways between spaces. Enhancing those pathways, through engaging settings such as providing landscaping to enhance outdoor settings, and active hallways can result in a stronger connection for students and their learning environment.

**Stimulation:**

Complexity: Visual diversity in an organized manner is linked to increased student engagement. However, too much complexity can be detrimental to learning. Therefore, environments that provide a bright sense to the classroom, without becoming too chaotic, should be provided throughout.

Color: Introducing color in a planned manner can stimulate student engagement. Muted walls, not white, can provide a neutral palette for brighter elements, such as furniture and wall displays.

## BUILDING SYSTEMS & UTILITIES

Ector County ISD schools shall be designed to be energy efficient, yet provide students and staff with the most effective learning environments to support learning. The mission of the ECISD Energy Management Program is to save money and energy through the conservation and efficient use of natural gas, water, and electricity, while maintaining a safe and comfortable learning environment. The goal of Ector County ISD is to achieve at least 25% reduction in energy bills. To that effect, schools should be designed to include the following:

**Heating, Venting and Air Conditioning (HVAC)**

- Heat and AC thermostat; connect all systems to ECISD energy management systems
- Provide dedicated HVAC for the following rooms:
  - MDF
  - IDF
- Confirm adequate HVAC is provided where these items are present:
  - Copiers
  - Ice Machines
  - Vending Machines
- Building HVAC zoning:
  - Building HVAC design should align with building usage, mainly after hours and summer usage. Provide separate zones for the following areas:
    - Cafeteria and all associated spaces.
    - Athletic areas used during after hours.
    - Kitchen and all associated spaces.

**Electrical**

**Power**

- Provide a minimum two outlets on every wall in learning environments (Min. 8 per room)
- Provide outlets every 8' in all other locations.
- Limit floor outlets where possible. Refer to room layouts for specific locations.
  - Provide floor outlets at conference room tables. Coordinate with conference table design.
  - Provide retractable overhead power reels at Maker Space.
- Outlets to include both 110v power and USB.
- Provide multiple charging stations at library, dining, collaboration spaces, and corridors. Provide charging lockers in collaboration spaces.
- Provide dedicated outlets above countertops at teachers' lounge and workroom, and in areas where multiple appliances and machines will be used simultaneously.
- Provide adequate power and data for all copiers based on manufacturers recommendations.

**Lighting**

- 2x4 LED light fixtures.
- Dual switching in all learning environments.
- Daylight harvesting as required by local codes.

**Plumbing**

- Provide electric drinking fountains with bottle filling capability.
- Provide tempered and cold water connections for sinks in classrooms.
- Provide door access to all plumbing chases (7'-0" tall).
- Provide hose bibs in all restrooms for cleaning.

Refer to Ector County ISD's Technical Design Guidelines for detailed information on the above systems.

# EXECUTIVE BUILDING SUMMARY

## SUSTAINABILITY

School districts are continually embracing the benefits of sustainable schools. Smart design of the district's new schools and renovations of existing schools can not only create comfortable and ideal environments for learning, but will reduce utilities and operating costs for the district. Sustainable schools cost less to operate allowing for the reallocation of resources to the classroom.

In general, the core principles of sustainability include the following:

- Decreasing the amount of energy the facilities consume, primarily electricity and water.
- Employing materials that are less resource consuming.
- Enhancing the learning environment by creating healthier indoor environments.

Sustainability will be a key factor in all decisions regarding learning environments and operational effectiveness. Student performance will be enhanced throughout the inclusion of daylighting, improved acoustics, and other strategies. The operational effectiveness of the facility will be considered in addition to material and system selections with consideration to maintenance and ease of operation. The use of local materials will celebrate the spirit of the community and decrease overall costs. Ector County ISD values sustainability in their schools. The schools should be used as an educational tool to teach students the importance of sustainable environments through displays, interactive maps, and working sustainable features.

The District will utilize innovative green design principles consistent with the Leadership in Energy and Environmental Design (LEED) requirements with the goal of meeting LEED Certification levels for all new projects and major renovations.

### About LEED

LEED, or Leadership in Energy & Environmental Design, is a green building certification program that recognizes best-in-class building strategies and practices. To receive LEED certification, building projects satisfy prerequisites and earn points to achieve different levels of certification. LEED for Schools has their own set of prerequisites and credits that differ from other building rating systems. LEED is transforming the way we think about how buildings and communities are designed, constructed, maintained, and operated across the globe. LEED certified buildings save money and resources and have a positive impact on the health of occupants, while promoting renewable, clean energy.

## SAFETY & SECURITY

Student and staff safety in schools is of paramount importance. While incidents of school safety failures still remain largely rare, increased media attention and recent security events have made school districts and the general public acutely aware of the vulnerability that confronts the typical public school facility on a daily basis. Safety and security must therefore be an important consideration of these educational specifications.

Ector County ISD schools are community schools, where volunteers, parents, and the community are welcome. In order to ensure Ector County schools are safe and secure, the following minimum requirements must be included:

- Comply with CPTED (Crime Prevention Through Environmental Design) principles. All new and major renovations projects to obtain CPTED certification.

Exterior Security Factors

- Sites will be fenced to ensure all playground areas and play field areas are fully fenced.
- Fencing material to be as outlined in the Technical Design Guidelines, and/or as dictated by the area having jurisdiction.
  - Provide fencing around all portable buildings tying back to main campus.
- Visibility is the primary deterrent. Landscaping must not provide places to hide or mask windows from street view.
- Provide LED exterior lighting judiciously placed to enhance visibility and deter wrongdoing.
- Provide decorative bollards at all major entry areas (Main entry, cafetorium, etc.)
- Provide emergency call boxes close to parking areas and play areas.
- Provide blank box for future camera phone and security camera system for future portables.

- A single point of entry for visitors to the campus will be provided as part of all new campuses and campus renovations. This is accomplished through the use of a secure entry vestibule. The specific inclusions for this space are detailed in the space descriptions.
- Limit the number of entries/exits to a campus wherever possible, while still meeting emergency egress requirements as outlined by the governing building codes.
- Security camera systems and access control systems as outlined in the Technical Design Guidelines.
  - Security Camera numbers will be based on building configuration to ensure evidentiary quality video.
  - Access Control System Locations:
    - The security vestibule at the school's primary entrance.
    - All exterior doors.
    - All doors into Administration area from lobby and from all the surrounding corridors
    - Test storage and record storage rooms.
    - MDF and IDF rooms.
    - All hallway doors that separate classroom pods/wings.
- Classroom door locks should allow classrooms to remain locked at all times.
  - Provide door lock at bottom of the door.
- Provide camera phone at all entries servicing portable buildings. In the case of a new building, identify area where portable buildings may be sited, and provide conduit and blank box for future system installation.
- Lockdown system as outlined in the Technical Design Guidelines.
  - Panic buttons must be provided at the main reception area, Principal's office and Principal's Secretary's office.
- Provide intrusion alarm keypads at front office, kitchen exterior door, and custodial exterior door.
- Provide emergency notification system from central district to school.
- Classroom pod/wing configuration should allow for the ability to secure each pod/wing independently in the case of a lockdown. This can be accomplished with doors that separate these areas and are tied to the lockdown system. If these doors have glazing, the glazing must be protected with bullet resistant film as outlined in the Technical Design Guidelines.
- Building design should simplify corridor design to minimize hidden areas and to help with supervision.
  - Provide gates to divide the building for after hours use. Confirm locations with Fire Marshal.
- Provide two –way communication system at all classrooms.
- Provide all learning environment doors with vision panels or provide sidelights next to doors. Sidelights must have bullet resistant film. Confirm location of sidelights in layouts.
- Provide convex mirrors at all enclosed stairs to improve visibility and supervision.
- Provide room signs inside all rooms listing room number and emergency call number.
- Coordinate with Ector County ISD regarding shelter in place location. These spaces would preferably have lower ceilings, and 2 wall separation from exterior.
  - Provide evacuation maps for District's use and identify shelter in place locations on map.

# EXECUTIVE BUILDING SUMMARY

## TECHNOLOGY

It is the intent of Ector County ISD to provide facilities that are focused and infused with technology on a broad scale to support students and staff and foster collaboration and community. In addition, they try to anticipate the future of technology and plan for the ability to be flexible and adaptable to changes of programs, population, and technology.

Therefore, access to technology resources should be abundant and robust throughout. Technology supports education and thus should be as flexible as possible. Learning spaces should encourage collaboration and group work with high access to digital technology. Wireless connectivity inside and outside should be included.

Details in technology provisions are included in the appendix to this document. Some building wide considerations:

- Wi-Fi access points at all learning areas. Number of access points will depend on room size. Minimum of 1 access point per classroom.
- Wi-Fi access points throughout building. Location of access points will vary by area:
  - Administration areas – Locate Wi-Fi access points in corridor/hallways. Number of access points will vary based on building design.
  - Common areas: Provide multiple Wi-Fi access points to ensure coverage.
  - Outdoor Learning areas: Provide multiple Wi-Fi access points to ensure coverage.
- For all settings, provide coverage map showing overlap areas for ECISD Technology Department approval.
- Power for student device carts needed in all classrooms and in spaces where a student device cart is required.
- Phones should be provided in every office and workroom.
- MDF rooms shall be centrally located in building.
- IDF rooms shall be located throughout the building to meet cabling distance requirements. If the building is multi-story, stack IDF rooms where possible.

## ACOUSTICS

Poor acoustical design in classrooms can result in excessive noise that is disruptive to the learning process and affects speech perception, student behavior, and educational outcomes. Good acoustical design enhances speech clarity and limits background noise to protect speech quality for both students and teachers. Speech clarity is highly dependent on the architectural design of a classroom, including size, shape, and surface treatments.

Providing acoustically sound learning environments is paramount to learning, so Ector County ISD learning environments shall be designed with enhanced acoustical properties to meet CHPS-TX and LEED criteria.

When considering renovations, classroom noise must be minimized. Classroom noise includes any auditory disturbance that interferes with what a listener wants and/or needs to hear, including noise from outside of the building (i.e., exterior noise intrusions, such as highway traffic, playground noise, jets) heard through the building structure; noise from within the building (e.g., children walking and talking in the halls, class bells, noise heard from room to room); noise from within the classroom (e.g., mechanical noise from the HVAC, clanking water pipes, technology used in the classroom).

Excessive reverberation in a classroom causes additional disturbance due to acoustic reflections. The desired signal is diluted due to reflections, which can also cause an increase in background noise levels.

## EXECUTIVE BUILDING SUMMARY

Ector County ISD schools will be designed to the following minimum design standards:

1. All walls around classrooms and learning environments to run to underside of deck, and should achieve STC ratings as follows:

STC 45 If the adjacent space is a corridor, stair well, or office/conference room.
STC 50 If the adjacent space is another core learning space, speech classroom, or clinic
- Folding partitions in classrooms must meet this minimum requirement.

STC 53 If the adjacent space is a restroom or outdoor space.
STC 60 If the adjacent space is a music room, mechanical or electrical room, cafeteria, gym, or athletic space.

Reverberation criteria to meet LEED requirements in order to get certification.

Where possible and budget allowable, meet ANSI/ASA S12.60-2010/ Part 1 "American National Standard Acoustical Performance Criteria, Design Requirements and Guidelines for Schools."

Lastly, all fine arts performance and musical spaces need to be designed with the help of an acoustical designer so enhanced requirements can be correctly calibrated to the need. Other spaces that need this calibration include cafeteria, cafetorium, stages, and broadcast rooms.

## CODES AND REGULATIONS

All Ector County ISD schools shall comply with the Texas Education Agency's School Facility Standards, Texas Administrative Code, Chapter 61, Subchapter CC, Rule 61.1036.

All Ector County ISD schools shall comply with Architectural Barriers Texas Accessibility Standards (TAS), adopted in 2012.

All Ector County ISD schools shall comply with building codes as adopted by the cities within our boundaries. In the case there is no code adopted, our schools shall abide by the current version of the International Building Code.



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# Educational Specifications

Ector County Independent School District

## Elementary Schools 2024

ECISD

OUR students...THE future

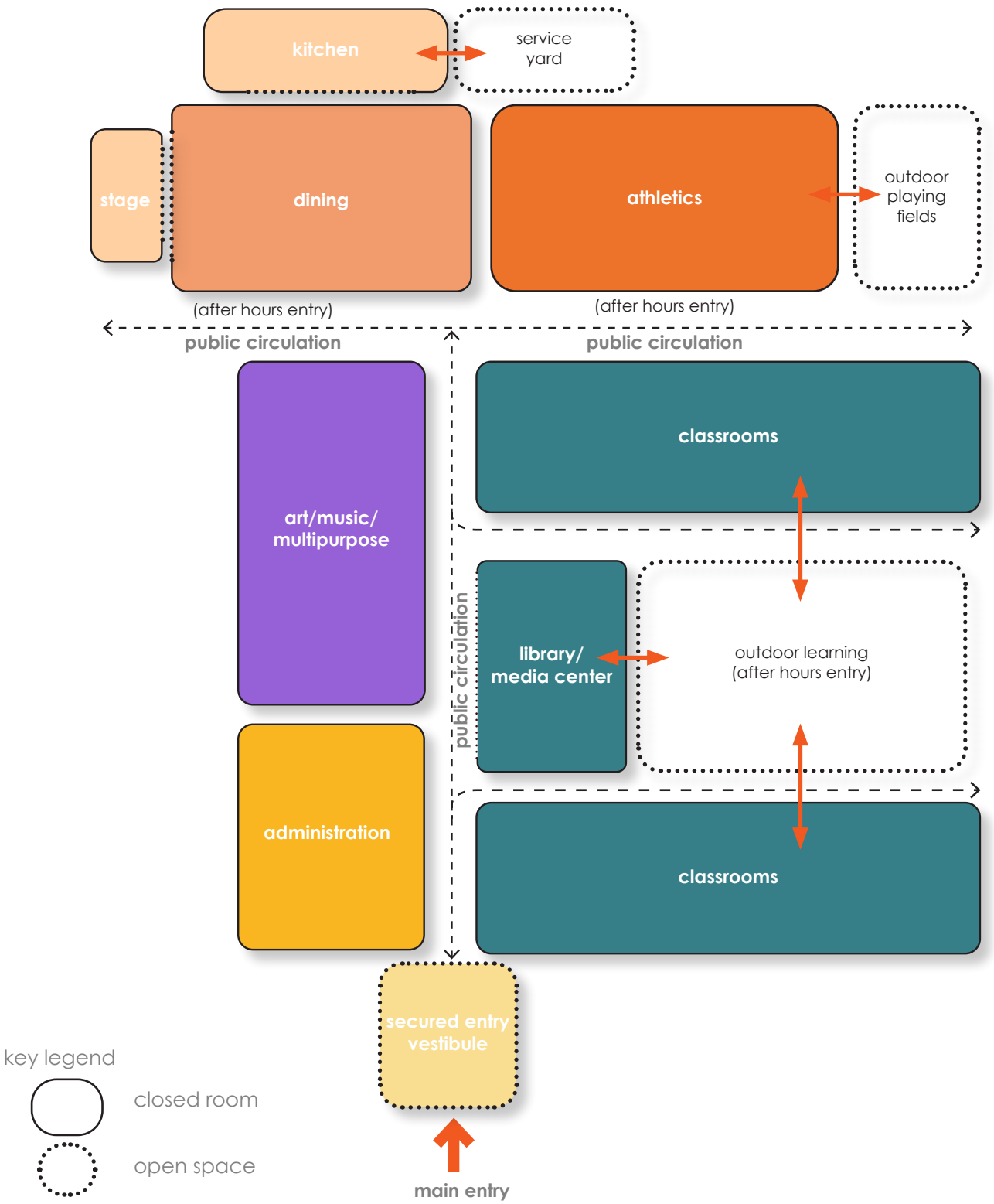
## EXECUTIVE PROGRAM SUMMARY

| SPACE/FUNCTION | AREA |
|---|---|
| ADMINISTRATION | 5,730 |
| CLINIC | 615 |
| COUNSELING SUITE | 700 |
| LIBRARY / MEDIA CENTER | 5,690 |
| GENERAL ACADEMICS | 46,760 |
| SPECIAL EDUCATION | 5,590 |
| SPECIAL CLASSROOMS | 5,400 |
| ATHLETICS / PHYSICAL EDUCATION | 7,075 |
| CAFETERIA / STUDENT DINING / MUSIC | 8,755 |
| KITCHEN | 2,765 |
| ANCILLARY / CUSTODIAL | 640 |
| TOTAL NET AREA | 89,720 |
| UNASSIGNED SPACE (MECH, CIRCULATION, WALLS, ETC.) @ 45% NET AREA | 40,374 |
| TOTAL BUILDING GROSS SQUARE FEET | 130,094 |

## PROGRAM CAPACITY SHEET

| SPACE/FUNCTION | TEACHING SPACES | STUDENTS/ SPACE | % Utilization | | NOTES |
|---|---|---|---|---|---|
| | | | | | |
| GENERAL ACADEMICS TEACHING STATIONS | | | | | |
| Pre-K Classrooms | 2 | 22 | 95% | 42 | |
| K-5th Classrooms | 30 | 25 | 95% | 713 | |
| Special Education | 3 | 10 | 95% | 29 | |
| | | | | | |
| TOTAL STUDENT CAPACITY @ 95% UTILIZATION | | | | 783 | |

## BUILDING ADJACENCY



# ADMINISTRATION PROGRAM OF SPACES

| ADMINISTRATION | Qty | SF | Total |
|---|---|---|---|
| Secured Entry Vestibule | 1 | 300 | 300 |
| Reception / Waiting Area | 1 | 175 | 175 |
| Attendance Office | 1 | 150 | 150 |
| Principals Secretary | 1 | 200 | 200 |
| Principals Office | 1 | 250 | 250 |
| Conference Room - Principal | 1 | 300 | 300 |
| Assistant Principals Office | 2 | 225 | 450 |
| Flex Office | 1 | 150 | 150 |
| Administration Conference Room | 1 | 200 | 200 |
| Administration Storage | 1 | 75 | 75 |
| Administration Restroom | 2 | 75 | 150 |
| Community Room | 1 | 875 | 875 |
| Community Room Storage | 1 | 100 | 100 |
| Mail Room / Copy Room / Workroom | 1 | 330 | 330 |
| Records Storage | 1 | 100 | 100 |
| Secure Test Storage | 1 | 60 | 60 |
| Faculty Lounge | 1 | 400 | 400 |
| Faculty Restroom | 1 | 80 | 80 |
| Wellness Room (Mother's Room / Lactation) | 1 | 80 | 80 |
| Visitor Restroom | 1 | 75 | 75 |
| Mail Retrieval | 1 | 30 | 30 |
| Student Pull Out Room | 1 | 600 | 600 |
| Instructional Equipment "Book" Storage | 1 | 600 | 600 |
| **Subtotal Administration** | | | **5,730** |

| CLINIC | Qty | SF | Total |
|---|---|---|---|
| Reception / Waiting Area | 1 | 150 | 150 |
| Clinic Staff Work Area | 1 | 110 | 110 |
| Cot Area | 2 | 40 | 80 |
| Isolation / Exam Room | 1 | 150 | 150 |
| Storage Room | 1 | 50 | 50 |
| Restroom | 1 | 75 | 75 |
| **Subtotal Clinic** | | | **615** |

| COUNSELING SUITE | Qty | SF | Total |
|---|---|---|---|
| Counselors Office | 2 | 250 | 500 |
| Counseling Sensory Room | 1 | 200 | 200 |
| **Subtotal Counseling Suite** | | | **700** |

| | | | |
|---|---|---|---|
| **TOTAL ADMINISTRATION SUITE** | | | **7,045** |

NOTES:

1. "AED" Automatic External Defibrillator (in front office and cafeteria, HS athletics).
2. Trauma "STB" Stop the Bleeding Kit (in clinic, coaches offices, front office).

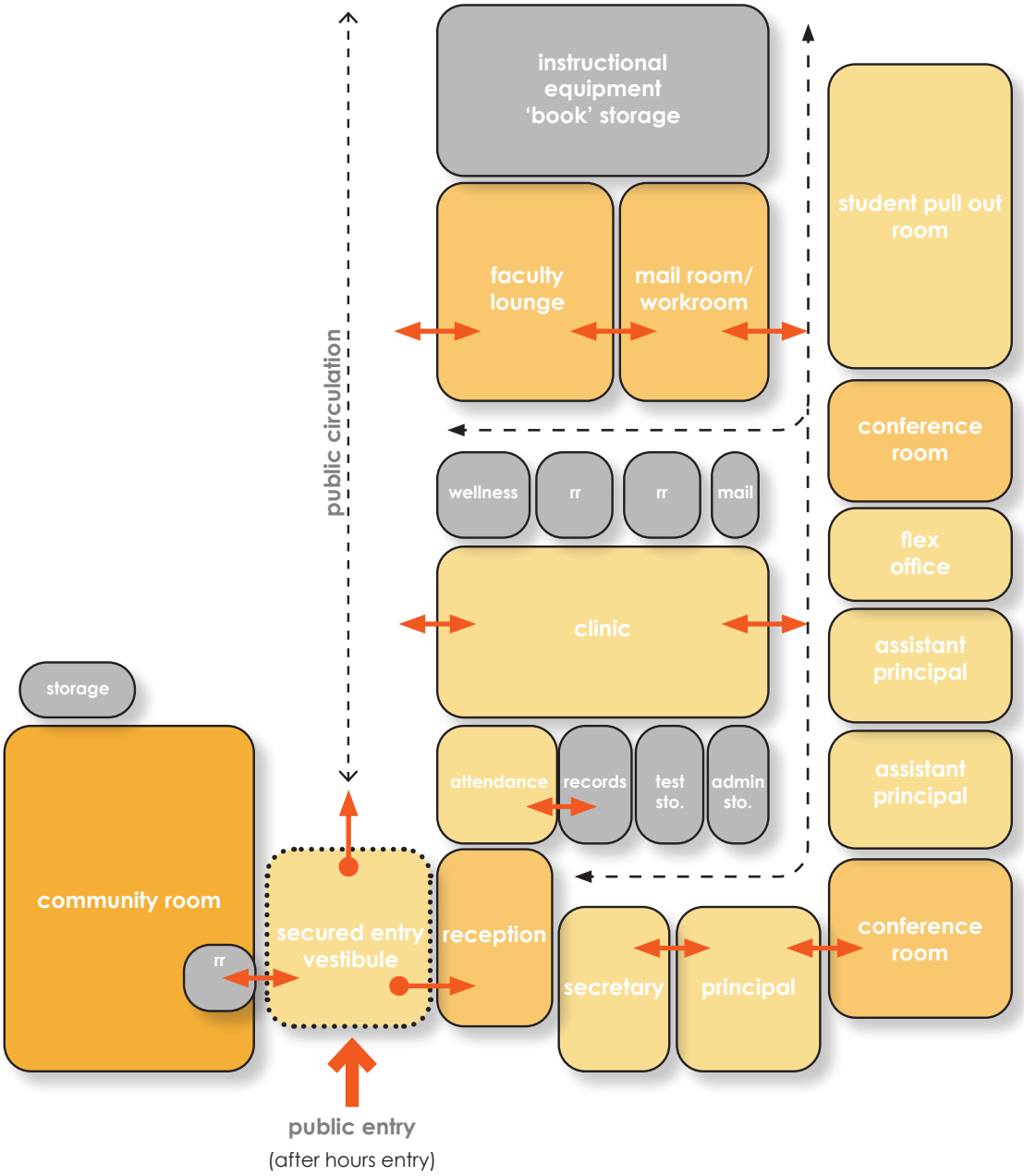
## ADMINISTRATION SPATIAL RELATIONSHIPS & ADJACENCIES

### PROGRAM DESCRIPTION

The administration area should be the focal point of the school entrance and should serve as a welcome center for everyone visiting the campus. Entry into the building via a secure vestibule will lead students, parents, and visitors directly to the school after their documentation has been verified.

Since the administrative area is the initial contact guests will have to the building, the office area should be inviting and contribute to the overall feel that the school is a collaborative space that encourages interaction between parents, staff and, students.

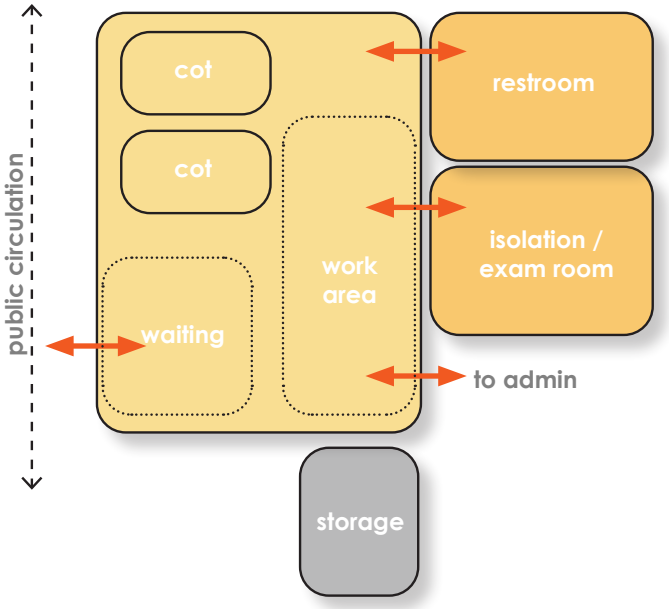
### ADMINISTRATION DIAGRAM



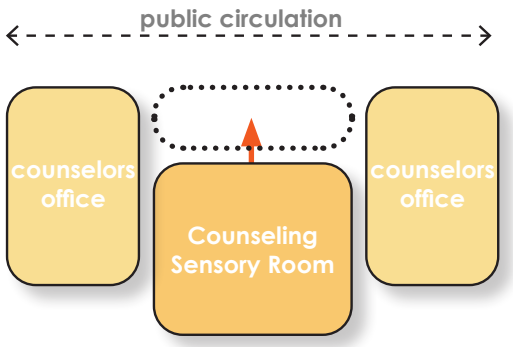
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## ADMINISTRATION SPATIAL RELATIONSHIPS & ADJACENCIES

### CLINIC DIAGRAM




### COUNSELING SUITE DIAGRAM




NOTES

Locate counseling suite in academic wings/pods

# LIBRARY / MEDIA CENTER PROGRAM OF SPACES

| LIBRARY / MEDIA CENTER | Qty | SF | Total |
|---|---|---|---|
| Library Stacks, Circulation Desk, etc. | 1 | 3,310 | 3,310 |
| Library Workroom | 1 | 390 | 390 |
| Spare Device Storage | 1 | 200 | 200 |
| Library Restroom (Users) | 1 | 75 | 75 |
| Library Restroom (Staff) | 1 | 75 | 75 |
| Professional Collections | 1 | 100 | 100 |
| Broadcast Studio / Green Screen | 1 | 160 | 160 |
| Maker Space | 1 | 480 | 480 |
| Digital Learning Classroom | 1 | 900 | 900 |
| **TOTAL LIBRARY / MEDIA CENTER** | | | **5,690** |

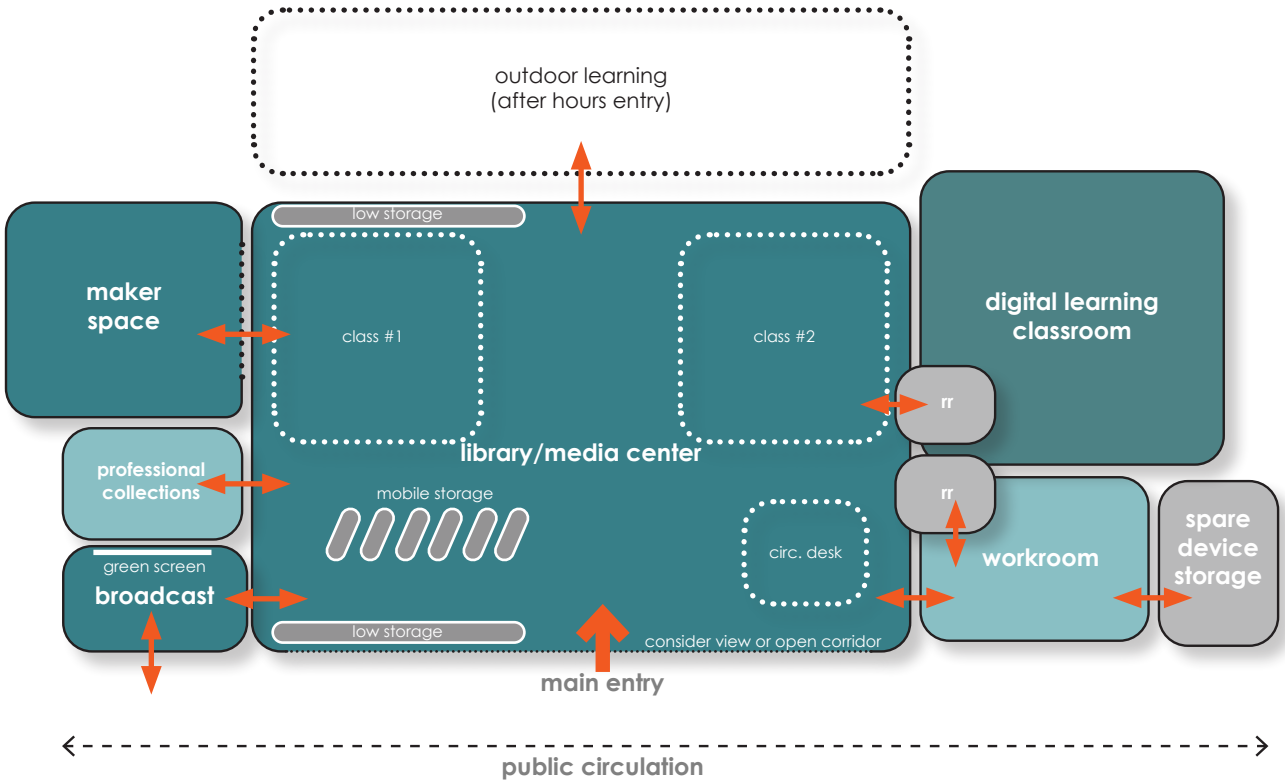
# LIBRARY / MEDIA CENTER PROGRAM OF SPACES

## PROGRAM DESCRIPTION

The media center area within elementary schools should be the heart of the campus and the main gathering place where students, staff, and visitors can see the collaborative spirit of the school and innovative work being done. Special care should be taken to make sure the library/media center is a vibrant and inviting space for the school and the community. The space should be an area where students can gather for group learning and reading as well as book check-out, research, collaborative project building, and independent learning.

The library/media center should be flexible to allow for multiple activities to take place at once. Included in and adjacent to the media center are various spaces such as a maker space, digital learning lab, broadcast studio, and access to outdoor learning.

## LIBRARY/MEDIA CENTER DIAGRAM



# GENERAL ACADEMICS PROGRAM OF SPACES

| GENERAL ACADEMICS | Qty | SF | Total | |
|---|---|---|---|---|
| Pre-K Classroom | 2 | 875 | 1,750 | Based on 36 SF/ Student (22 Students) |
| Kinder Classroom | 5 | 950 | 4,750 | Based on 36 SF/ Student (25 Students) |
| 1st Grade Classroom | 5 | 950 | 4,750 | Based on 36 SF/ Student (25 Students) |
| 2nd Grade Classroom | 5 | 900 | 4,500 | Based on 36 SF/ Student (25 Students) |
| 3rd Grade Classroom | 5 | 900 | 4,500 | Based on 36 SF/ Student (25 Students) |
| 4th Grade Classroom | 5 | 900 | 4,500 | Based on 36 SF/ Student (25 Students) |
| 5th Grade Classroom | 5 | 900 | 4,500 | Based on 36 SF/ Student (25 Students) |
| Instructional Pull Out Space | 6 | 600 | 3,600 | |
| PLC Classroom | 6 | 400 | 2,400 | |
| Collaborative Space | 6 | 1,000 | 6,000 | |
| Teacher Workroom | 6 | 400 | 2,400 | |
| Student / Group Restroom | 8 | 190 | 1,520 | 2nd-5th grade |
| Individual Student Restroom | 12 | 95 | 1,140 | Prek-1st grade |
| Teacher Restroom | 6 | 75 | 450 | |
| **TOTAL GENERAL ACADEMICS** | | | **46,760** | |

## GENERAL ACADEMICS SPATIAL RELATIONSHIPS & ADJACENCIES

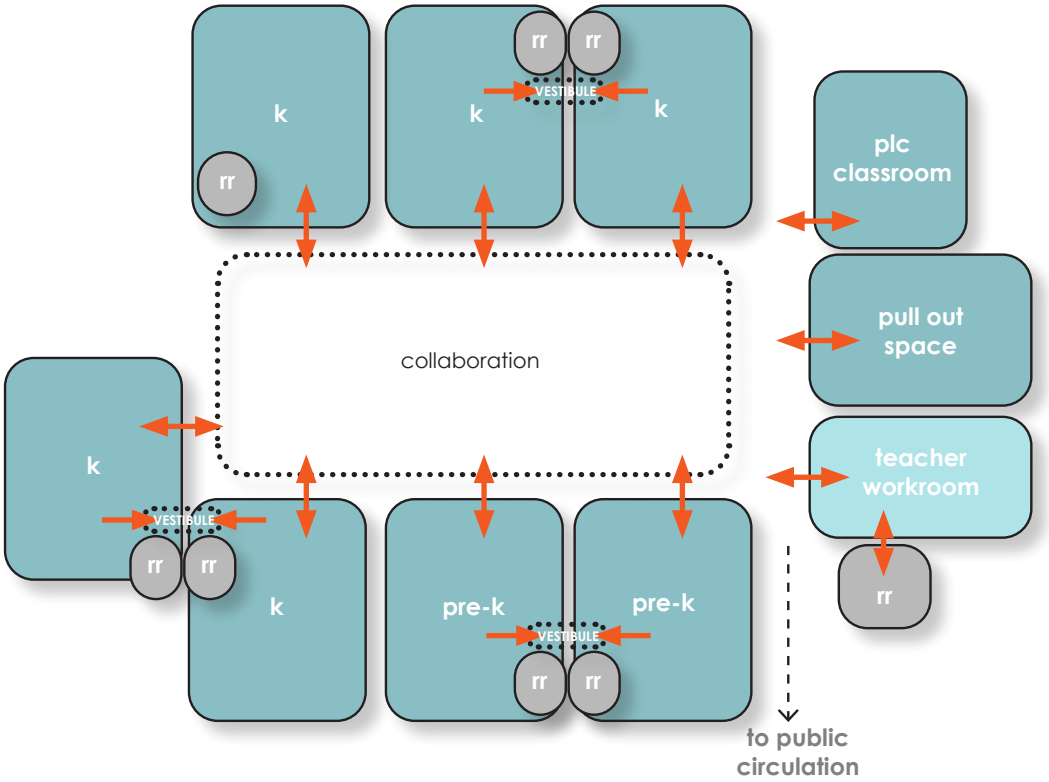
### PROGRAM DESCRIPTION

The academic classroom area for elementary schools shall house classrooms for Pre-K through 5th grade. Classroom location with access to outdoor play areas/playgrounds should be included. Pre-K through1st grade classrooms shall have restrooms provided within the classroom space. Remaining grade levels (2nd-5th) will each have five classrooms with separate boys and girls student restrooms and have visual access between the classrooms and collaboration areas.

Each neighborhood should be grouped around a collaborative learning area and will share a pull out space, teacher workroom, and grade level PLC. This space will allow for large group instruction and/or act as a space for small groups to work together. Outdoor learning and play areas will be provided at the campus.

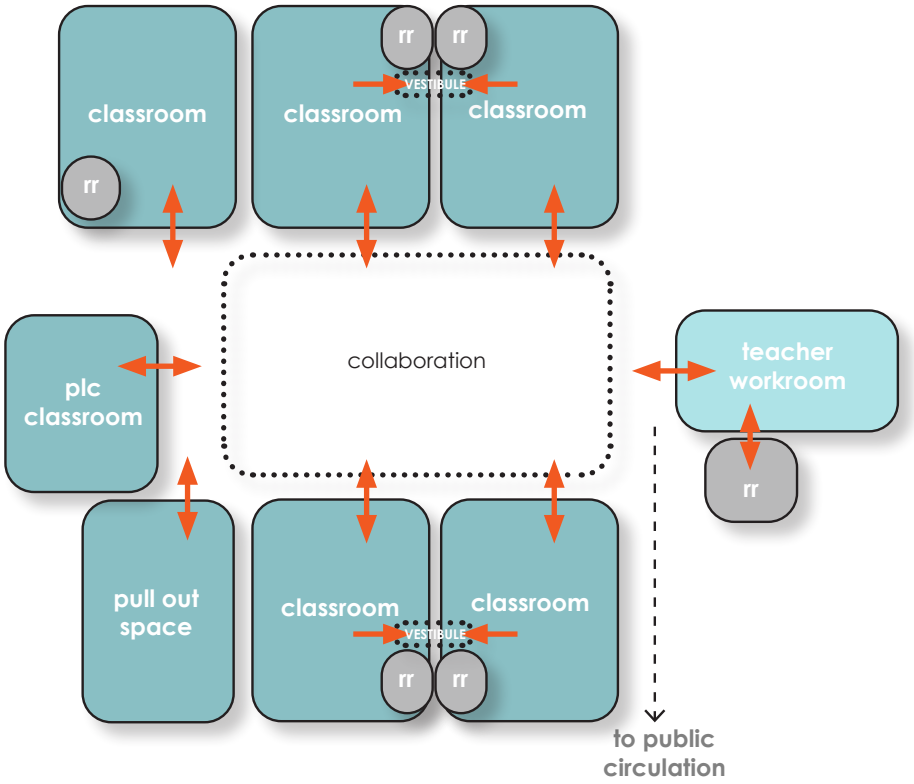
Instructional spaces should be as transparent as possible so that students, staff, and guests can see the learning ecosystem from space to space and grade level to grade level.

### PRE-K & K GENERAL ACADEMICS DIAGRAM



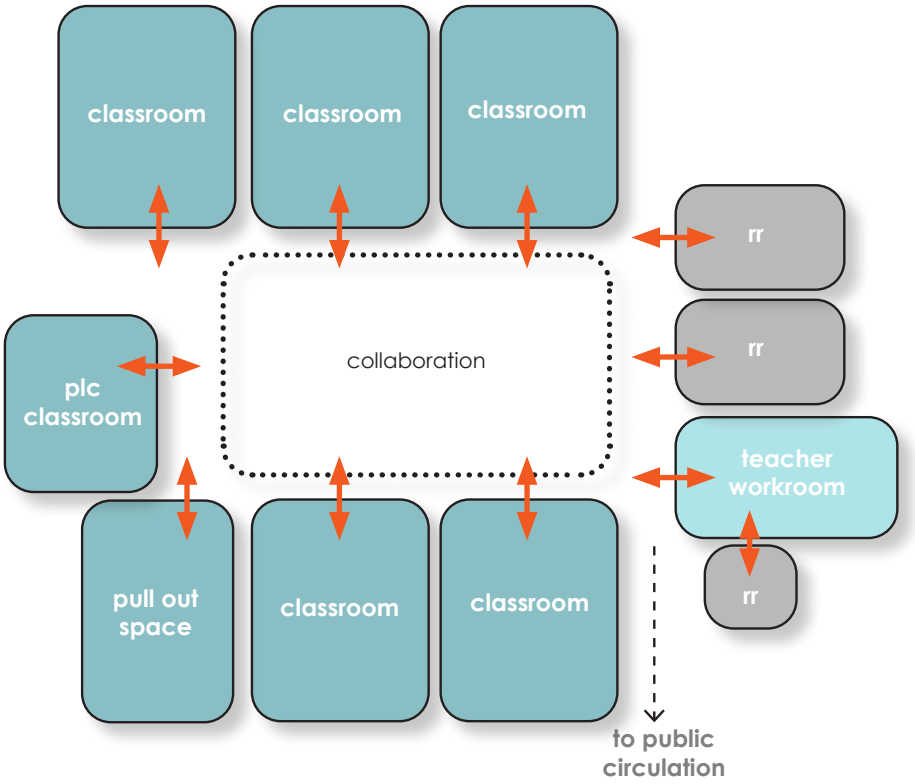
# GENERAL ACADEMICS SPATIAL RELATIONSHIPS & ADJACENCIES

## 1ST GRADE GENERAL ACADEMICS DIAGRAM



# GENERAL ACADEMICS SPATIAL RELATIONSHIPS & ADJACENCIES

## 2ND-5TH GRADE GENERAL ACADEMICS DIAGRAM



# SPECIAL EDUCATION PROGRAM OF SPACES

| SPECIAL EDUCATION | Qty | SF | Total |
|---|---|---|---|
| Specialized Classroom | 2 | 1,000 | 2,000 |
| Behavior / Restart Room | 1 | 750 | 750 |
| Utility Room | 1 | 250 | 250 |
| Kitchenette | 1 | 250 | 250 |
| OT-PT Motor Lab | 1 | 450 | 450 |
| Toilet for Specialized Classroom | 2 | 150 | 300 |
| Inclusion / Resource Room | 1 | 450 | 450 |
| Therapy Testing (Speech) | 2 | 180 | 360 |
| Speech Therapy Office | 1 | 150 | 150 |
| Equipment Storage (Shared Between Specialized Classrooms) | 1 | 180 | 180 |
| Diagnostician Office | 1 | 450 | 450 |
| **TOTAL SPECIAL EDUCATION** | | | **5,590** |

## SPECIAL EDUCATION SPATIAL RELATIONSHIPS & ADJACENCIES

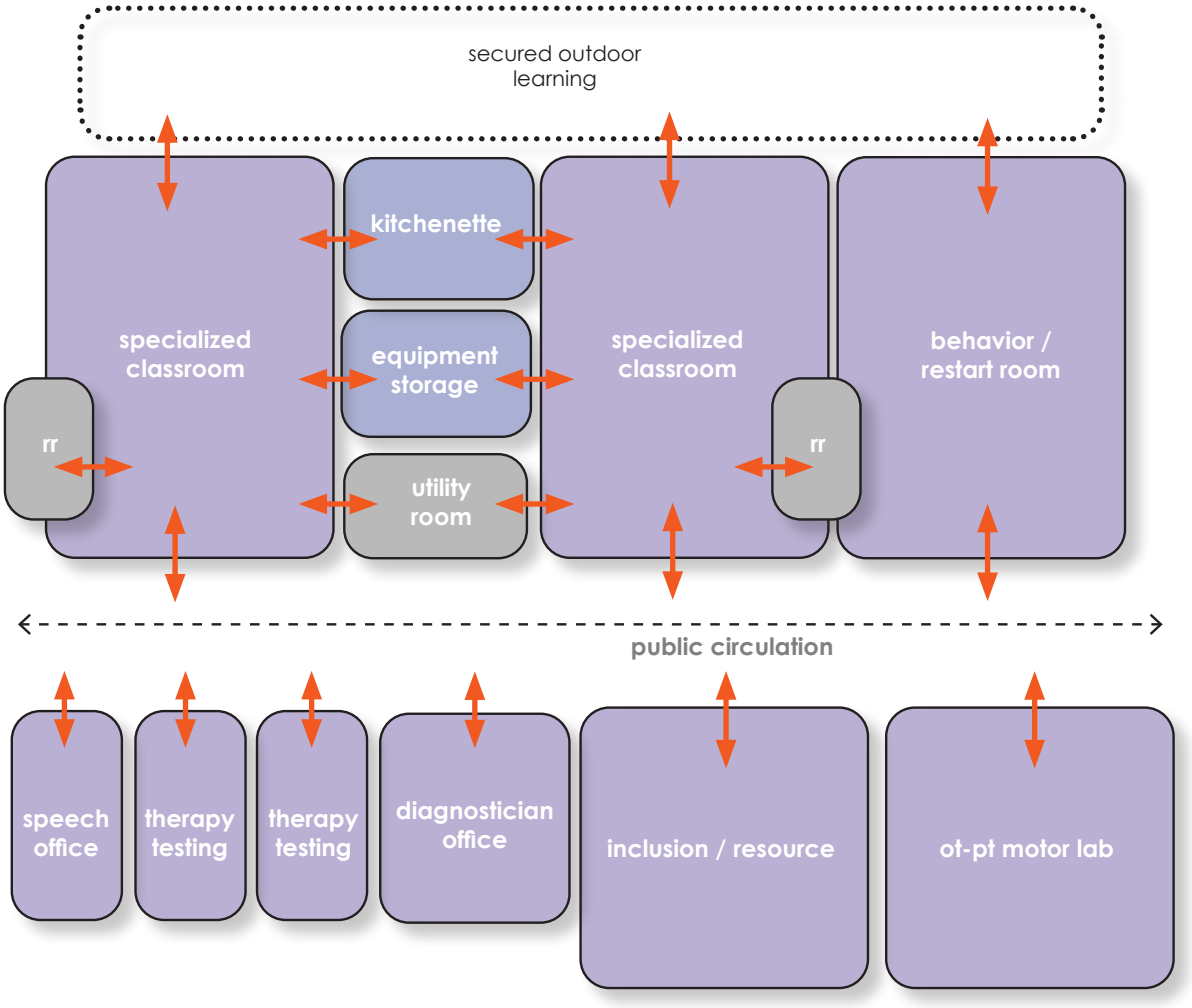
### PROGRAM DESCRIPTION

Special education classrooms are centers of activity as students work on projects, collaborate with others, and learn/practice personal life-care. Spaces should be flexible so that teachers can easily adjust furniture and equipment based on the needs of the students, and special education classrooms should be in close proximity to both the bus pick-up/drop-off and the nurses clinic.

While spaces should be transparent so they a part of the learning ecosystem of the school, special care should be given so that students can be screened from outside viewers.

Special needs education students must be provided the least restrictive environment for the individual education programs; the special needs students need to be integrated with the rest of the student population to the greatest extent possible.

### SPECIAL EDUCATION DIAGRAM



# SPECIAL CLASSROOMS PROGRAM OF SPACES

| SPECIAL CLASSROOMS | Qty | SF | Total |
|---|---|---|---|
| Art Lab | 1 | 1,000 | 1,000 |
| Art Storage Closet | 1 | 150 | 150 |
| Kiln Room | 1 | 150 | 150 |
| Multipurpose Classroom | 2 | 750 | 1,500 |
| Science Lab | 2 | 1,200 | 2,400 |
| Science Lab Storage / Prep | 1 | 200 | 200 |
| | | | |
| **TOTAL SPECIAL CLASSROOMS** | | | **5,400** |
| **Additional Spaces** | | | |
| Greenhouse | 1 | 300 | 300 |
| Outdoor Learning Space | 2 | 800 | 1,600 |

## SPECIAL CLASSROOMS SPATIAL RELATIONSHIPS & ADJACENCIES

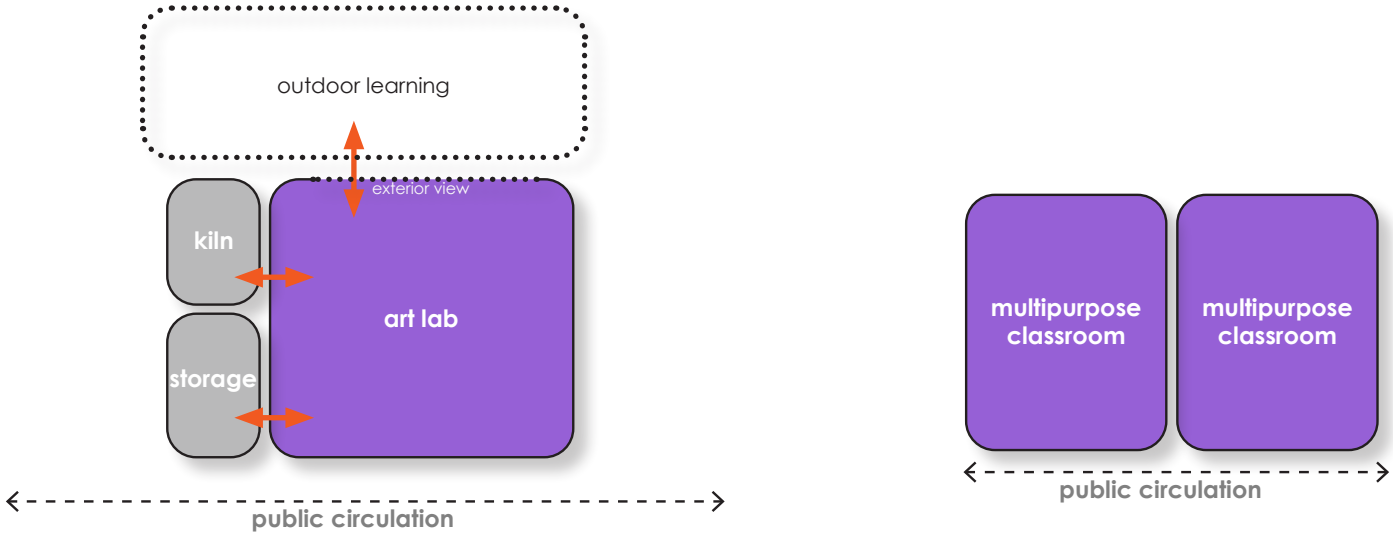
### PROGRAM DESCRIPTION

Spaces included as specialized rooms are those outside of general academics such as art and music. In addition, the after-school "Extended Learning Program" (ELP) is included in this section. The ELP is not offered at all campuses, however, if included, the necessary information is provided in this document.

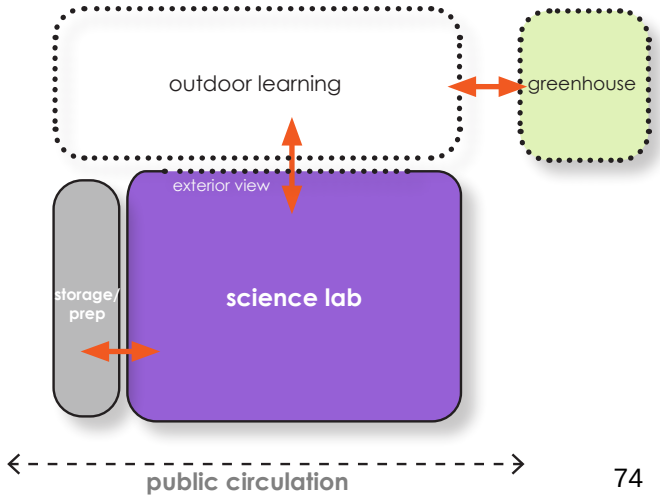
Two multipurpose classrooms should be provided in close proximity to the academic spaces. These rooms should be flexible in seating to accommodate different sizes of groups for lecture/instruction. Special consideration should be paid to each different type of space according the descriptions included in the educational specifications.

Art and science classrooms should be located to provide a secured outdoor area directly accessible from each classroom. This outdoor space could be shared between art and science.

### ART / MULTIPURPOSE CLASSROOMS DIAGRAM




### SCIENCE CLASSROOM DIAGRAM



# ATHLETICS / PHYSICAL EDUCATION PROGRAM OF SPACES

| ATHLETICS / PHYSICAL EDUCATION | Qty | SF | Total |
|---|---|---|---|
| Gymnasium | 1 | 6,300 | 6,300 |
| P.E. Office | 1 | 150 | 150 |
| P.E. Storage | 1 | 400 | 400 |
| P.E. Outdoor Storage | 1 | 75 | 75 |
| Student Restrooms | 2 | 75 | 150 |
| | | | |
| **TOTAL ATHLETICS / PHYSICAL EDUCATION** | | | **7,075** |
| **Additional Spaces** | | | |
| Covered Outdoor Sport Court | 1 | 6,000 | 6,000 |
| Outdoor Playground | 2 | | |
| Outdoor Field (Grass Play Area) | 1 | | |

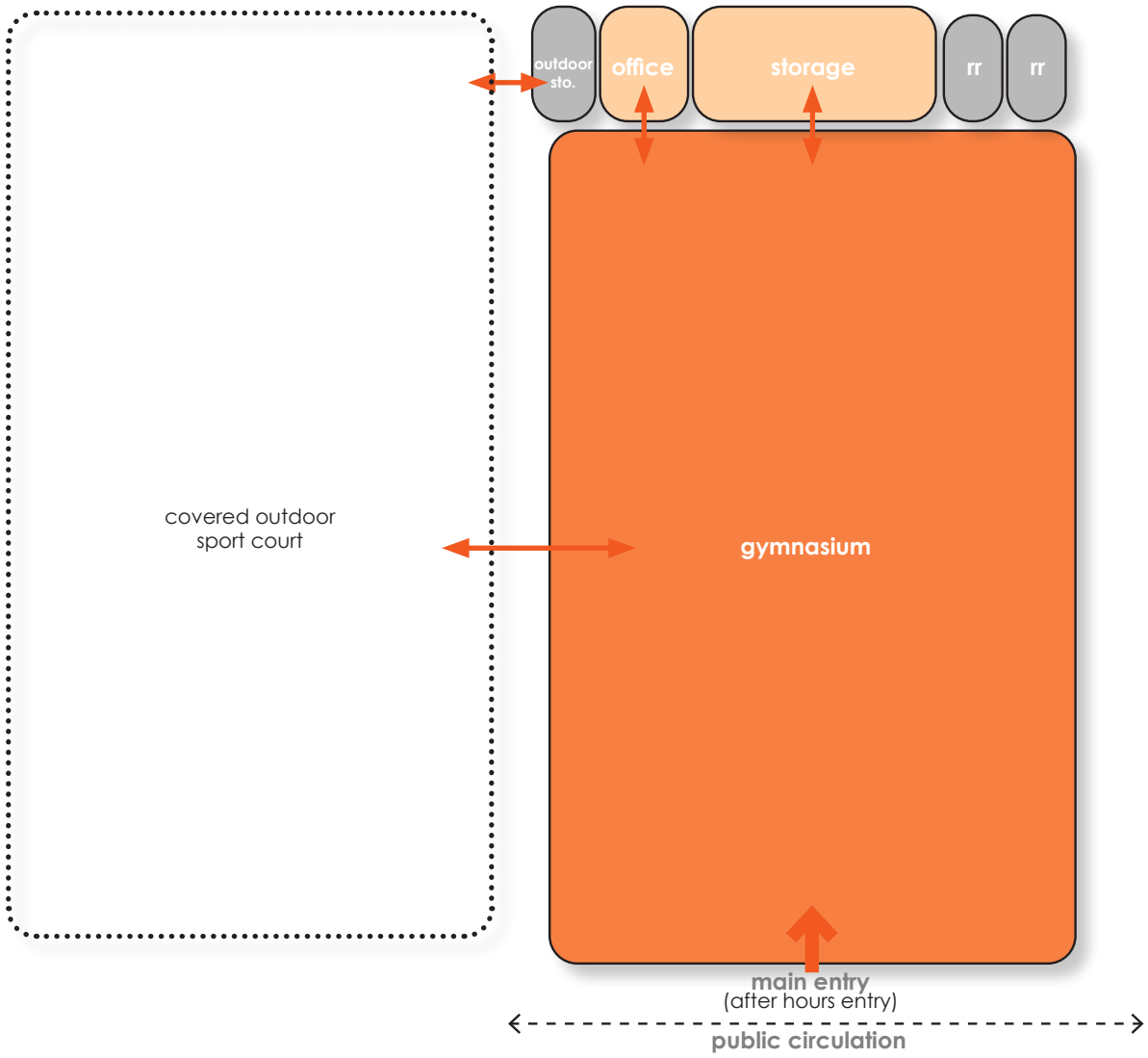
## ATHLETICS / PHYSICAL EDUCATION SPATIAL RELATIONSHIPS & ADJACENCIES

### PROGRAM DESCRIPTION

The gymnasium and athletics space of the school provide an indoor facility for physical education and indoor instructional programs. The gymnasium is also used for large group instruction and is used by students and the community after school hours. Outdoor physical education areas should be located near the indoor gymnasium, covered play area, walking tracks, associated play fields, and playgrounds to the extent possible for ease of access.

Physical education facilities should be designed and constructed with a focus on community use during non-school hours since there is a high demand for both indoor and outdoor facilities. This will be accomplished by locating an entrance near the gym with lockable doors to control access to the rest of the building.

### ATHLETICS / PHYSICAL EDUCATION DIAGRAM



# CAFETERIA / KITCHEN / ANCILLARY PROGRAM OF SPACES

| CAFETERIA / MUSIC | Qty | SF | Total |
|---|---|---|---|
| Dining | 1 | 4,400 | 4,400 |
| Stage | 1 | 800 | 800 |
| Stage Equipment Room | 1 | 100 | 100 |
| Stage Storage | 1 | 120 | 120 |
| Chair Storage | 1 | 225 | 225 |
| Music Classroom | 2 | 1,000 | 2,000 |
| Music Storage | 1 | 200 | 200 |
| Student Restroom | 2 | 280 | 560 |
| After School Program Storage | 1 | 200 | 200 |
| After School Program / Miscellaneous | 1 | 150 | 150 |
| **Subtotal Cafeteria / Music** | | | **8,755** |

| KITCHEN | Qty | SF | Total |
|---|---|---|---|
| Serving | 2 | 410 | 820 |
| Pot Wash | 1 | 180 | 180 |
| Managers Office | 1 | 120 | 120 |
| Kitchen / Food Prep / Cooking | 2 | 180 | 360 |
| Utility Room / Custodial | 1 | 100 | 100 |
| Locker Room (Staff) | 1 | 75 | 75 |
| Kitchen Staff Restroom | 1 | 75 | 75 |
| Receiving Area | 1 | 110 | 110 |
| Dry Storage | 1 | 260 | 260 |
| Walk-in Freezer and Walk-in Cooler | 1 | 295 | 295 |
| Disposable Ware and Paper Goods Storage | 1 | 100 | 100 |
| Future Ware Wash | 1 | 150 | 150 |
| Future Tray Return | 1 | 60 | 60 |
| Future Tray and Ware Storage | 1 | 60 | 60 |
| **Subtotal Kitchen** | | | **2,765** |

| ANCILLARY / CUSTODIAL | Qty | SF | Total |
|---|---|---|---|
| Custodial Closet | 5 | 60 | 300 |
| Custodial Storage / Receiving | 1 | 200 | 200 |
| Maintenance Storage | 1 | 100 | 100 |
| Outdoor Can Wash | 1 | 40 | 40 |
| **Subtotal Ancillary / Custodial** | | | **640** |

| | | | |
|---|---|---|---|
| **TOTAL CAFETERIA / KITCHEN / ANCILLARY / CUSTODIAL** | | | **12,160** |

NOTES

1. Provide walk-out roof access when possible.
2. Quantity of IDF rooms may vary, depending on the layout of the school

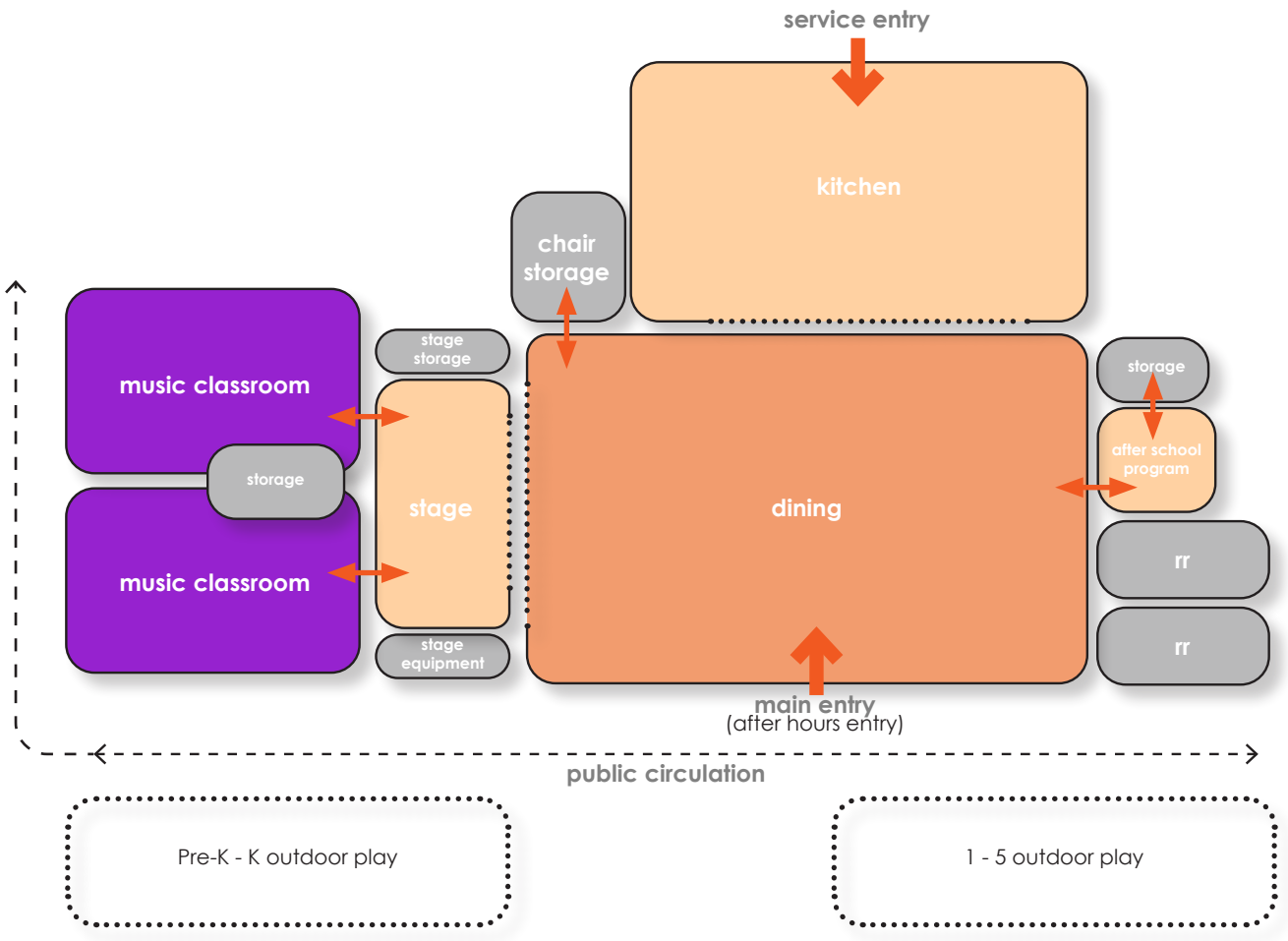
# CAFETERIA / KITCHEN / ANCILLARY SPATIAL RELATIONSHIPS & ADJACENCIES

## PROGRAM DESCRIPTION

The dining area is a gathering spot for students in the morning as they are dropped off for school, where breakfast and lunch are served, and a gathering spot for the community as they watch elementary school programs and events. As such, the dining area should be flexible in its arrangement and be oriented towards a stage/performing area.

Kitchen space includes serving lines, cooking/prep areas, as well as storage and main custodial spaces. Restrooms shall be provided near/adjacent to the dining space. Music and stage are also located near the cafeteria space. Serving and kitchen spaces should be designed in conjunction with a Food Services Consultant. Stage and chair/table storage are also located within the cafeteria/commons area.

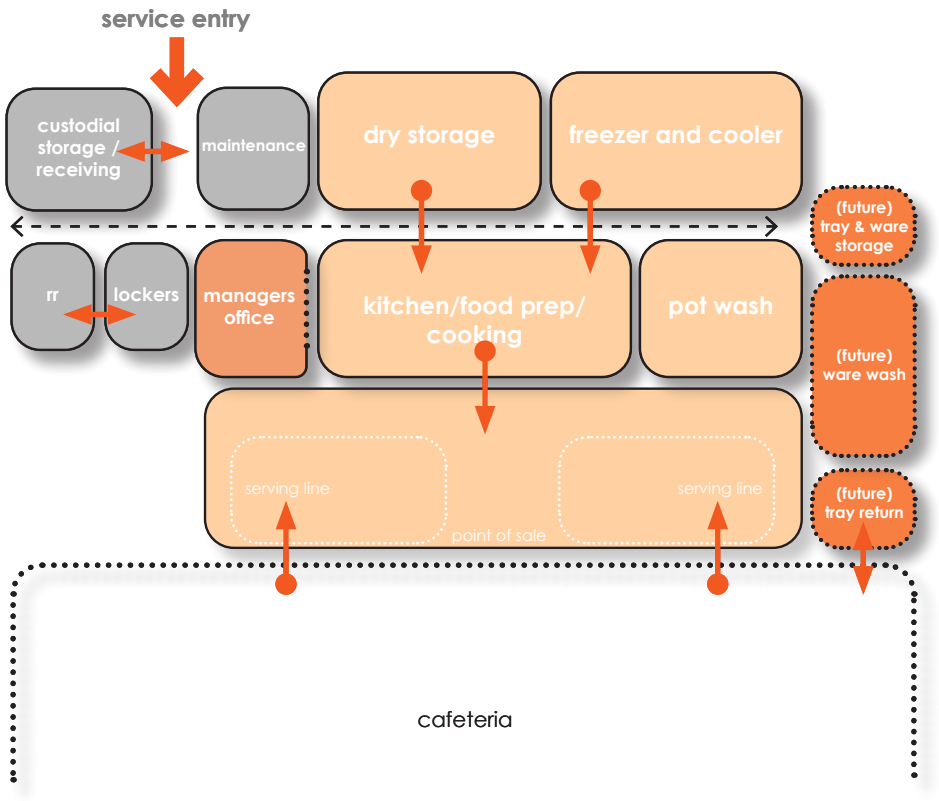
## CAFETERIA / KITCHEN DIAGRAM



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# CAFETERIA / KITCHEN / ANCILLARY SPATIAL RELATIONSHIPS & ADJACENCIES

## KITCHEN DIAGRAM




NOTES

Kitchen design is beyond the scope of these Educational Specifications.
Notes for the kitchen designer:

1. All disposable serving ware.
2. OFOI digital menu boards (content provided by Nutrislice service).
3. Elevated loading dock not required.
4. Loading doors and storage doors shall be 3'-6" or 4'-0" wide.
5. Kitchen laundry is handled by a service, no washer/dryer required.
6. Include TAS dressing bench in locker vestibule.
7. Manager's office should have two workstations, one for manager and one for computer based training. Built-in furniture is okay.
8. Locate time-clock near loading door, not inside manager's office.
9. Serving line lighting 5000K color temperature.
10. Can wash is used by building custodial, not kitchen staff.
11. Kitchen and serving line flooring is polished concrete. OFOI mats at high slip risk areas.
12. Roof-mounted refrigeration racks for walk-in and reach-in coolers and freezers.



# Educational Specifications

Ector County Independent School District

## Middle Schools 2024

ECISD

OUR students...THE future

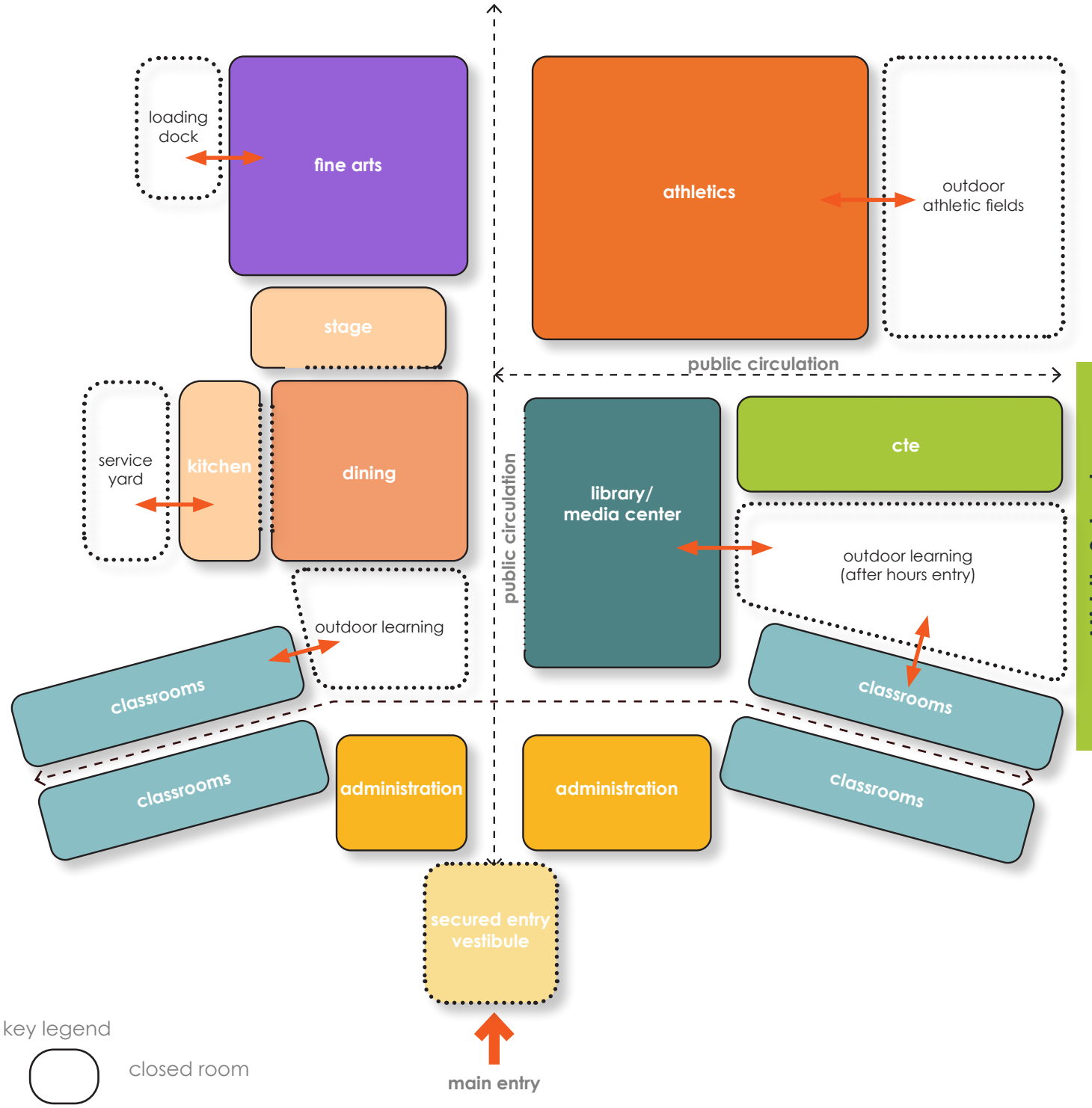
## EXECUTIVE PROGRAM SUMMARY

| SPACE/FUNCTION | AREA |
|---|---|
| ADMINISTRATION | 6,915 |
| CLINIC | 1,010 |
| COUNSELING SUITE | 2,130 |
| LIBRARY / MEDIA CENTER | 5,100 |
| GENERAL ACADEMICS | 57,840 |
| SP.E.CIAL EDUCATION | 7,070 |
| FINE ARTS | 17,480 |
| ATHLETICS / PHYSICAL EDUCATION | 33,045 |
| CTE AREA | 12,900 |
| CAFETERIA / STUDENT DINING | 9,490 |
| KITCHEN | 5,337 |
| ANCILLARY / CUSTODIAL | 800 |
| TECHNOLOGY | 945 |
| POLICE | 420 |
| TOTAL NET AREA | 160,482 |
| UNASSIGNED SPACE (MECH, CIRCULATION, WALLS, ETC.) @ 45% NET AREA | 72,217 |
| TOTAL BUILDING GROSS SQUARE FEET | 232,699 |

## PROGRAM CAPACITY SHEET

| SPACE/FUNCTION | TEACHING SPACES | STUDENTS/ SPACE | % Utilization | | NOTES |
|---|---|---|---|---|---|
| | | | | | |
| GENERAL ACADEMICS TEACHING STATIONS | | | | | |
| General Classrooms | 25 | 28 | 85% | 595 | Based on 32SF/Student |
| Science Labs | 8 | 26 | 85% | 177 | Based on 58SF/Student |
| | | | | | |
| ELECTIVES / CAREER TECH STATIONS | | | | | |
| Art Labs | 2 | 26 | 85% | 44 | |
| Digital STEM Labs | 3 | 26 | 85% | 66 | |
| Health Classrooms | 2 | 26 | 85% | 44 | |
| CTE Labs | 4 | 24 | 85% | 82 | |
| Robotics | 1 | 24 | 85% | 20 | |
| Computer Science | 1 | 24 | 85% | 20 | |
| Flex CTE | 2 | 28 | 85% | 48 | |
| Special Education | 3 | 12 | 85% | 31 | |
| Drama | 1 | 25 | 85% | 21 | |
| Band/ Choir/ Orchestra | 3 | 50 | 85% | 128 | |
| | 83 | | | | |
| TOTAL STUDENT CAPACITY @ 85% UTILIZATION | | | | 1,276 | |

## BUILDING ADJACENCY




Middle School

# ADMINISTRATION PROGRAM OF SPACES

| SPACE/FUNCTION | QUANTITY | NET UNIT | TOTAL NET | NOTES |
|---|---|---|---|---|

| ADMINISTRATION | Qty | SF | Total |
|---|---|---|---|
| Secured Entry Vestibule | 1 | 300 | 300 |
| Reception / Waiting Area | 1 | 400 | 400 |
| Attendance Office | 1 | 270 | 270 |
| Principals Secretary | 1 | 200 | 200 |
| Principals Office | 1 | 250 | 250 |
| Conference Room - Principal | 1 | 250 | 250 |
| Assistant Principals Office | 4 | 225 | 900 |
| Assistant Principals Secretary Waiting | 1 | 150 | 150 |
| Administration Storage | 1 | 150 | 150 |
| Administration Restroom | 2 | 120 | 240 |
| Administration Conference Room | 1 | 300 | 300 |
| Copy Room | 1 | 150 | 150 |
| Mail Room / Workroom | 1 | 400 | 400 |
| Vault | 1 | 100 | 100 |
| Registrar | 1 | 150 | 150 |
| Records Storage (Within Registrar) | 1 | 200 | 200 |
| Secure Test Storage | 1 | 200 | 200 |
| Faculty Lounge | 1 | 600 | 600 |
| Faculty Restroom | 2 | 75 | 150 |
| Communities In Schools (CIS) | 1 | 700 | 700 |
| Instructional Specialists | 1 | 700 | 700 |
| Wellness Room (Mother's Room / Lactation) | 1 | 80 | 80 |
| Visitors Restroom | 1 | 75 | 75 |
| **Subtotal Administration** | | | **6,915** |

| CLINIC | Qty | SF | Total |
|---|---|---|---|
| Reception / Waiting Area | 1 | 200 | 200 |
| Clinic Staff Work Area | 2 | 40 | 80 |
| Cot Area | 2 | 60 | 120 |
| Isolation / Exam Room | 2 | 150 | 300 |
| Nurse Office | 1 | 150 | 150 |
| Storage Room | 1 | 60 | 60 |
| Restroom | 1 | 100 | 100 |
| **Subtotal Clinic** | | | **1,010** |

| COUNSELING SUITE | Qty | SF | Total |
|---|---|---|---|
| Counseling Secretary / Reception | 1 | 250 | 250 |
| Counselors Office | 4 | 250 | 1,000 |
| Student Assistance Services (SAS) | 1 | 250 | 250 |
| Counseling Sensory Room | 1 | 300 | 300 |
| Records Room | 1 | 100 | 100 |
| Copy Area | 1 | 80 | 80 |
| Clerk | 1 | 150 | 150 |
| **Subtotal Counseling Suite** | | | **2,130** |

| | | | |
|---|---|---|---|
| **TOTAL ADMINISTRATION SUITE** | | | **10,055** |

NOTES:
1. "AED" Automatic External Defibrillator (in front office and cafeteria, HS athletics).
2. Trauma "STB" Stop the Bleeding Kit (in clinic, coaches offices, front office).

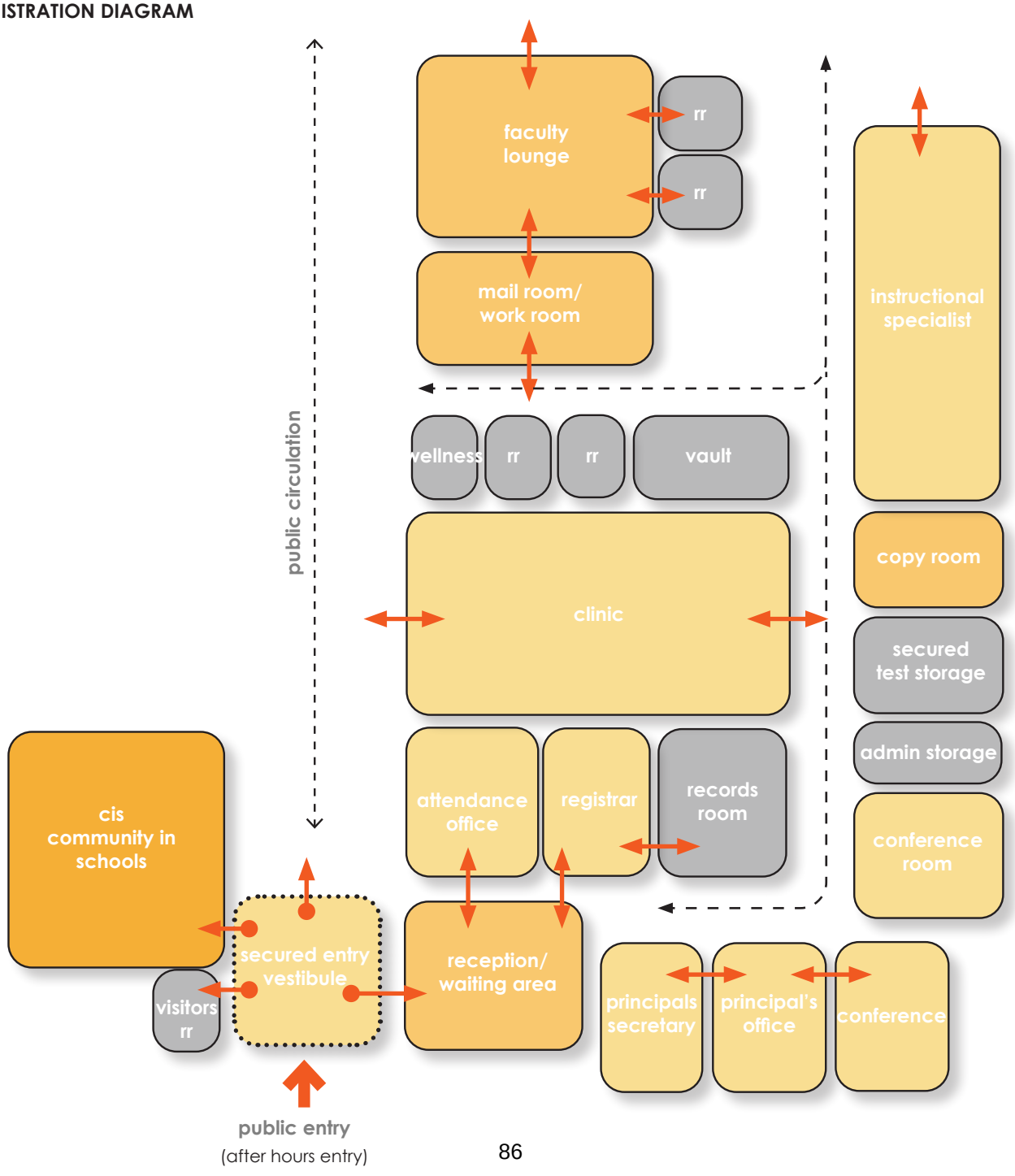
## ADMINISTRATION SPATIAL RELATIONSHIPS & ADJACENCIES

### PROGRAM DESCRIPTION

The administration area should be the focal point of the school entrance and should serve as a welcome center for everyone visiting the campus. Entry into the building via a secure vestibule will lead students, parents, and visitors directly to the school after their documentation has been verified.

Since the administrative area is the initial contact guests will have to the building, the office area should be inviting and contribute to the overall feel that the school is a collaborative space that encourages interaction between parents, staff, and students.

### ADMINISTRATION DIAGRAM



# LIBRARY / MEDIA CENTER PROGRAM OF SPACES

| LIBRARY / MEDIA CENTER | Qty | SF | Total |
|---|---|---|---|
| Library Stacks, Circulation Desk, etc. | 1 | 2,370 | 2,370 |
| Library Workroom | 1 | 200 | 200 |
| Spare Device Storage | 1 | 200 | 200 |
| Library Restroom (Users) | 1 | 75 | 75 |
| Library Restroom (Staff) | 1 | 75 | 75 |
| Library Office | 1 | 120 | 120 |
| Professional Collections | 1 | 100 | 100 |
| Broadcast Studio / Green Screen | 1 | 160 | 160 |
| Maker Space | 1 | 900 | 900 |
| Digital Learning Classroom | 1 | 900 | 900 |
| **TOTAL LIBRARY / MEDIA CENTER** | | | **5,100** |

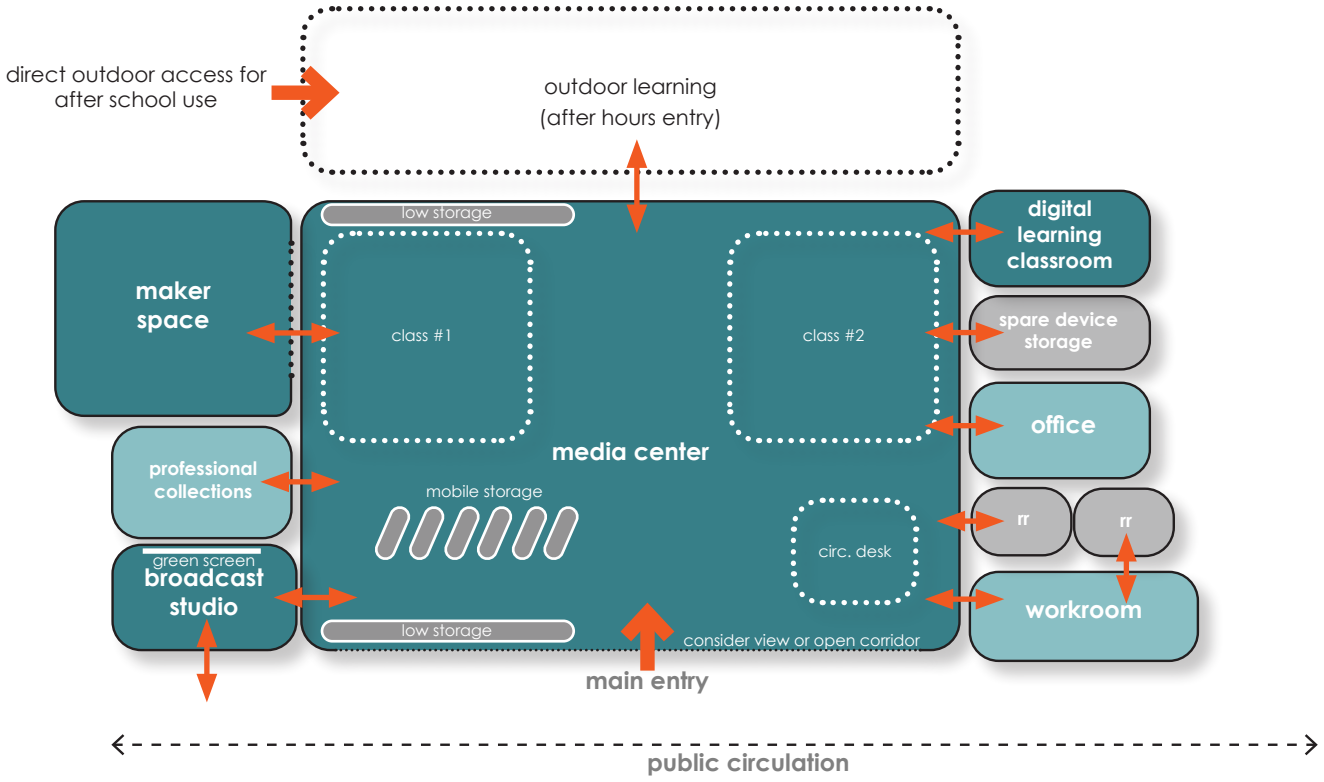
# LIBRARY / MEDIA CENTER PROGRAM OF SPACES

## PROGRAM DESCRIPTION

The library/media center area within middle schools should be the heart of the campus and the main gathering place where students, staff, and visitors can see the collaborative spirit of the school and innovative work being done. Special care should be taken to make sure the library/media center is a vibrant and inviting space for the school and the community. The space should be an area where students can gather for group learning and reading as well as book check-out, research, collaborative project building, and independent learning.

The library/media center should be flexible to allow for multiple activities to take place at once. Included in and adjacent to the media center are various spaces such as a makerspace, digital learning lab, broadcast studio, and access to outdoor learning.

## LIBRARY / MEDIA CENTER DIAGRAM



# GENERAL ACADEMICS PROGRAM OF SPACES

| GENERAL ACADEMICS | Qty | SF | Total | |
|---|---|---|---|---|
| English Language Arts and Reading Classroom | 7 | 900 | 6,300 | Based on 32 SF/ student (28 Students) |
| ESL Classroom | 1 | 900 | 900 | Based on 32 SF/ student (28 Students) |
| Foreign Language Classroom | 2 | 900 | 1,800 | Based on 32 SF/ student (28 Students) |
| Elective Classroom | 1 | 900 | 900 | Based on 32 SF/ student (28 Students) |
| Elective Storage | 1 | 100 | 100 | |
| Speech Classroom | 2 | 400 | 800 | |
| Math Classroom | 7 | 900 | 6,300 | Based on 32 SF/ student (28 Students) |
| Social Studies Classroom | 7 | 900 | 6,300 | Based on 32 SF/ student (28 Students) |
| Science Labs (Coombo Lab / Lecture) | 8 | 1,510 | 12,080 | Based on 58 SF/ student (26 Students) |
| Science Prep Room / Storage | 6 | 300 | 1,800 | |
| Chemical and Flammable Storage | 1 | 60 | 60 | |
| Digital STEM Labs | 3 | 1,050 | 3,150 | |
| Health Classroom | 2 | 900 | 1,800 | Based on 32 SF/ student (28 Students) |
| Resource Room | 3 | 600 | 1,800 | |
| PLC / Teacher Workroom | 3 | 500 | 1,500 | |
| ISS Classroom | 2 | 800 | 1,600 | |
| Instructional Equipment "Book" Storage | 1 | 400 | 400 | |
| Grade Level Commons | 3 | 1,400 | 4,200 | |
| Department Storage | 9 | 150 | 1,350 | |
| Boys Restroom | 5 | 250 | 1,250 | |
| Girls Restroom | 5 | 250 | 1,250 | |
| Unisex Restroom | 4 | 75 | 300 | |
| Greenhouse | 1 | 300 | 300 | |
| Outdoor Learning Space | 2 | 800 | 1,600 | |
| **TOTAL GENERAL ACADEMICS** | | | **57,840** | |

NOTES

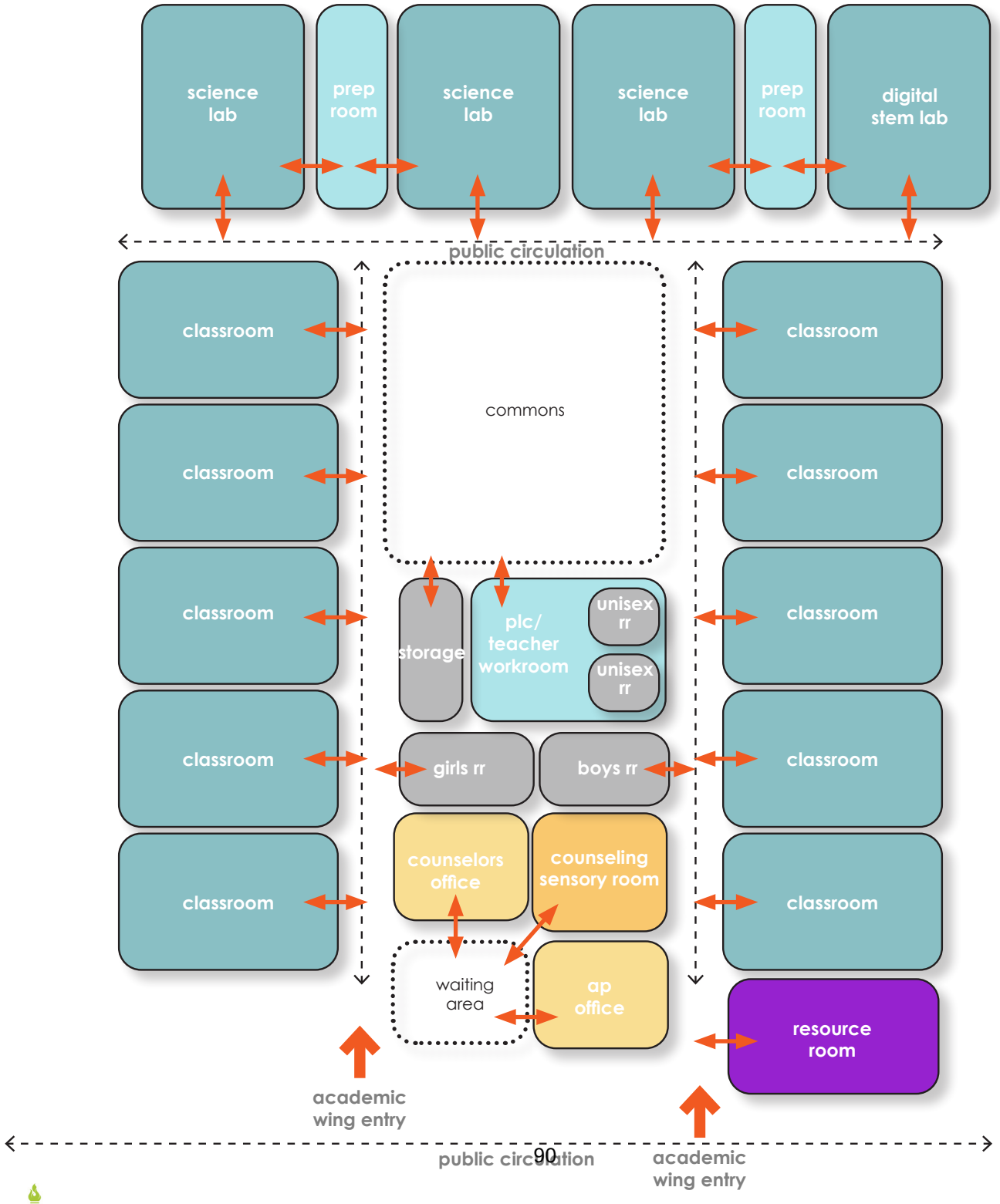
No student academic lockers in secondary schools.

# GENERAL ACADEMICS SPATIAL RELATIONSHIPS & ADJACENCIES

## PROGRAM DESCRIPTION

Instructional spaces should be as transparent as possible so that students, staff, and guests can see the learning ecosystem from space to space and grade level to grade level.

### ACADEMIC GRADE POD DIAGRAM



# SPECIAL EDUCATION PROGRAM OF SPACES

| SPECIAL EDUCATION | Qty | SF | Total |
|---|---|---|---|
| Specialized Classroom | 2 | 1,000 | 2,000 |
| Behavior / Restart Room | 1 | 750 | 750 |
| Utility Room (Residential Washer and Dryer) | 1 | 250 | 250 |
| Kitchenette | 1 | 250 | 250 |
| OT-PT Motor Lab | 1 | 450 | 450 |
| Toilet for Specialized Classroom | 1 | 150 | 150 |
| Special Education Office (Flex / Inclusion Teachers) | 1 | 450 | 450 |
| Therapy Testing (Speech) | 1 | 80 | 80 |
| Equipment Storage (Shared between Specialized Classrooms) | 2 | 160 | 320 |
| Diagnostician Office | 1 | 450 | 450 |
| Evaluation Room | 1 | 120 | 120 |
| Resource Room | 3 | 600 | 1,800 |
| **TOTAL SPECIAL EDUCATION** | | | **7,070** |

## SPECIAL EDUCATION SPATIAL RELATIONSHIPS & ADJACENCIES

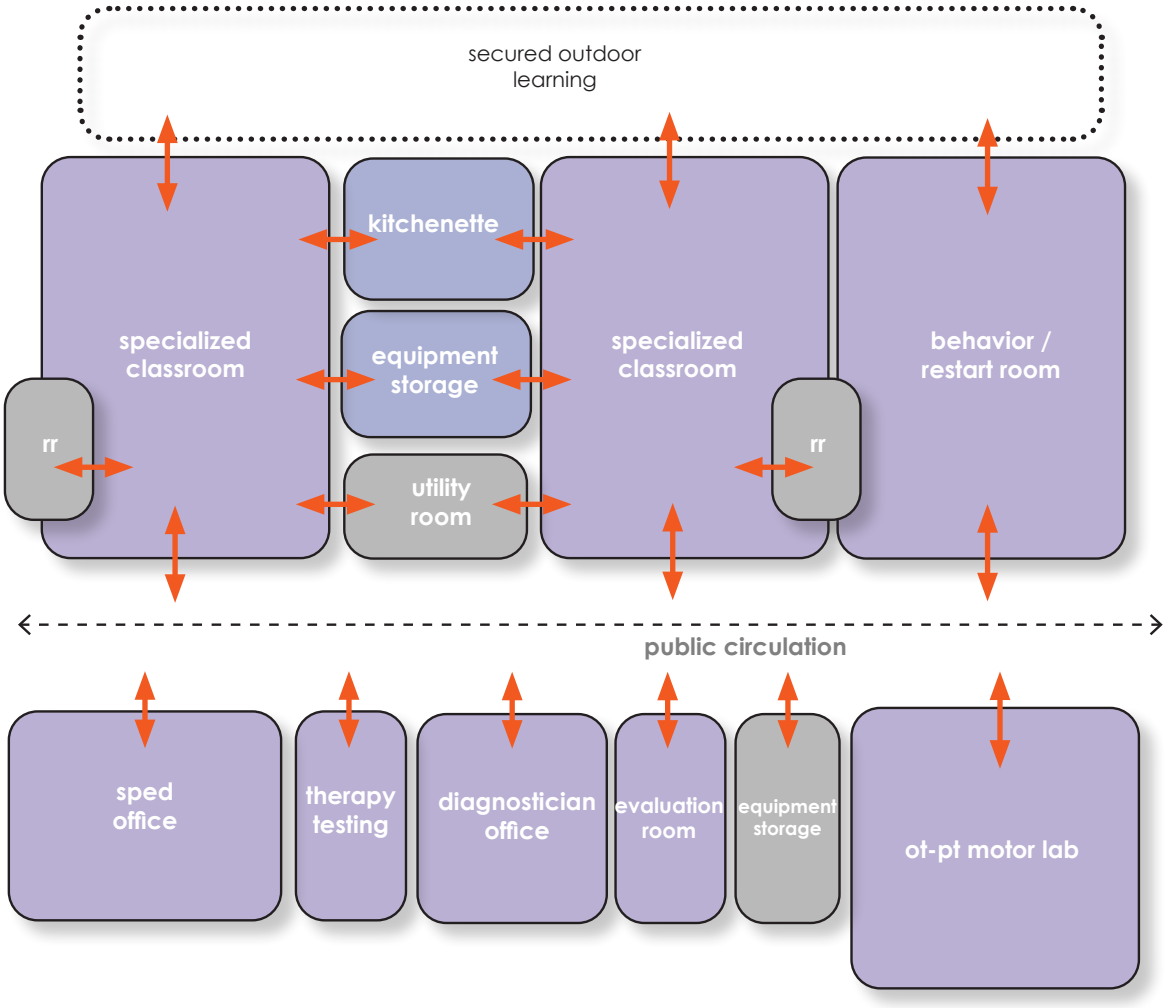
### PROGRAM DESCRIPTION

Special education classrooms are centers of activity as students work on projects, collaborate with others, and learn/practice personal life-care. Spaces should be flexible so that teachers can easily adjust furniture and equipment based on the needs of the students, and special education classrooms should be in close proximity to both the bus pick-up/drop-off and the nurse's clinic.

While spaces should be transparent so they are a part of the learning ecosystem of the school, special care should be given so that students can be screened from outside viewers.

Special needs education students must be provided the least restrictive environment for the individual education programs; the special needs students need to be integrated with the rest of the student population to the greatest extent possible.

### SPECIAL EDUCATION DIAGRAM

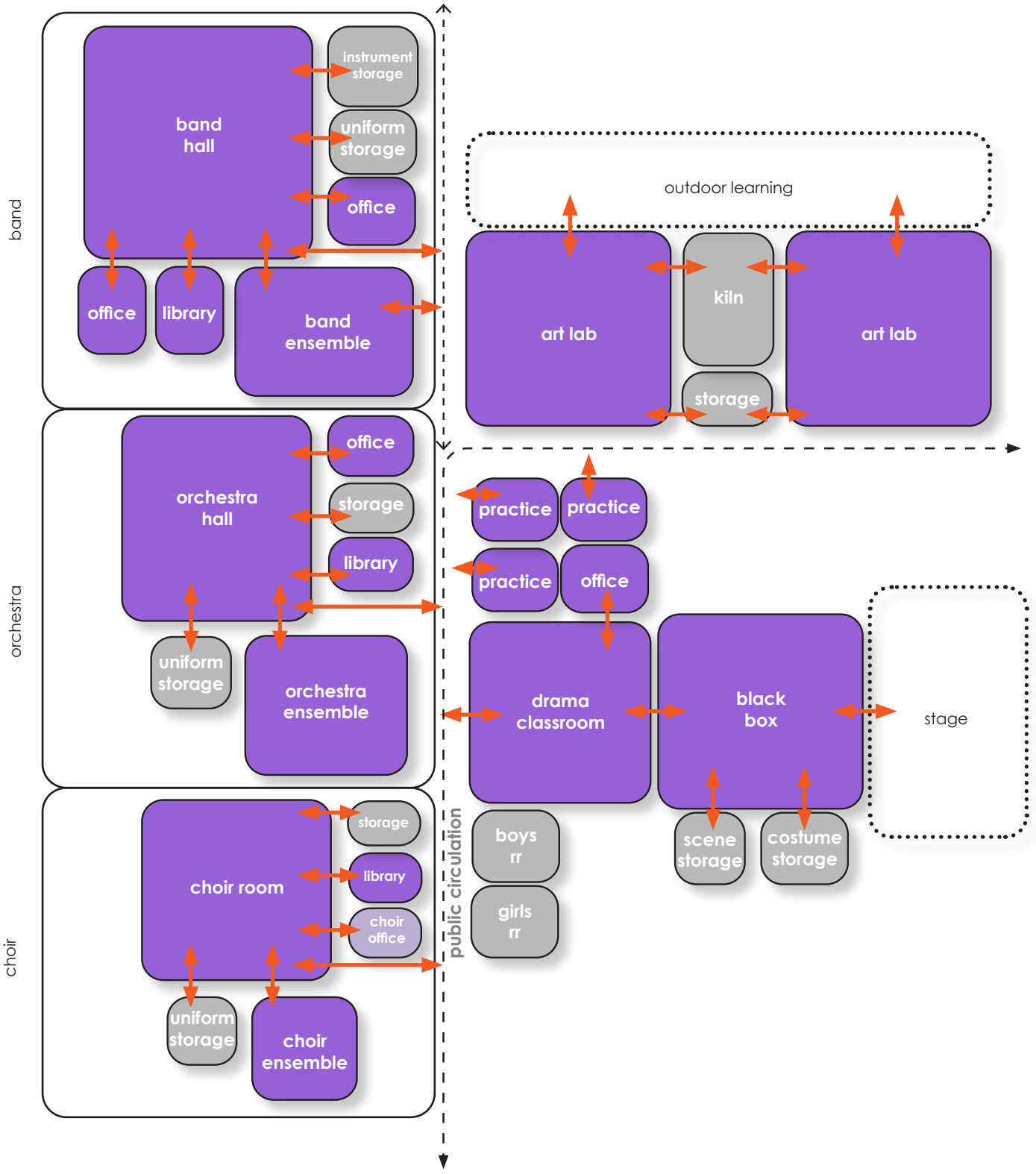


# FINE ARTS PROGRAM OF SPACES

| FINE ARTS | Qty | SF | Total |
|---|---|---|---|
| Art Lab | 2 | 1,200 | 2,400 |
| Art Storage | 1 | 400 | 400 |
| Kiln | 1 | 250 | 250 |
| Drama Classroom | 1 | 1,000 | 1,000 |
| Black Box | 1 | 1,200 | 1,200 |
| Drama Office | 1 | 200 | 200 |
| Drama Costume Storage | 1 | 150 | 150 |
| Drama Scene Storage | 1 | 200 | 200 |
| Band Hall | 1 | 2,400 | 2,400 |
| Band Instrument Storage | 1 | 300 | 300 |
| Band Uniform Storage | 1 | 250 | 250 |
| Band Library | 1 | 100 | 100 |
| Band Office | 2 | 200 | 400 |
| Band Ensemble Room | 1 | 1,200 | 1,200 |
| Choir Hall | 1 | 1,450 | 1,450 |
| Choir Office | 1 | 200 | 200 |
| Choir Library | 1 | 150 | 150 |
| Choir Storage | 1 | 150 | 150 |
| Choir Uniform Storage | 1 | 250 | 250 |
| Choir Ensemble | 1 | 600 | 600 |
| Orchestra Hall | 1 | 1,600 | 1,600 |
| Orchestra Office | 1 | 200 | 200 |
| Orchestra Library | 1 | 100 | 100 |
| Orchestra Storage | 1 | 200 | 200 |
| Orchestra Uniform Storage | 1 | 250 | 250 |
| Orchestra Ensemble | 1 | 900 | 900 |
| Shared Practice Room | 4 | 120 | 480 |
| Restroom | 2 | 250 | 500 |
| **TOTAL FINE ARTS** | | | **17,480** |

## FINE ARTS SPATIAL RELATIONSHIPS & ADJACENCIES

### FINE ARTS DIAGRAM




Middle School

# ATHLETICS / PHYSICAL EDUCATION PROGRAM OF SPACES

| ATHLETICS / PHYSICAL EDUCATION | Qty | SF | Total |
|---|---|---|---|
| Gymnasium | 2 | 9,000 | 18,000 |
| Gym Storage | 2 | 330 | 660 |
| Spectator Restroom | 2 | 250 | 500 |
| Athletics Single User Restroom | 2 | 80 | 160 |
| Laundry | 1 | 250 | 250 |
| P.E. Storage | 1 | 150 | 150 |
| Training Room | 1 | 225 | 225 |
| Weight Room | 1 | 2,000 | 2,000 |
| Active Learning Lab / Multipurpose / Classroom | 1 | 900 | 900 |
| Boys Coaches Office | 1 | 300 | 300 |
| Boys Coaches Dressing | 1 | 200 | 200 |
| Boys P.E. Lockers | 1 | 1,500 | 1,500 |
| Boys P.E. Showers | 1 | 200 | 200 |
| Boys Team Locker | 1 | 1,500 | 1,500 |
| Boys Team Showers | 1 | 200 | 200 |
| Boys Team Storage | 1 | 1,000 | 1,000 |
| Boys Team Restroom | 1 | 200 | 200 |
| Girls Coaches Office | 1 | 300 | 300 |
| Girls Coaches Dressing | 1 | 200 | 200 |
| Girls P.E. Lockers | 1 | 1,500 | 1,500 |
| Girls P.E. Showers | 1 | 200 | 200 |
| Girls Team Locker | 1 | 1,500 | 1,500 |
| Girls Team Showers | 1 | 200 | 200 |
| Girls Team Storage | 1 | 1,000 | 1,000 |
| Girls Team Restroom | 1 | 200 | 200 |
| **TOTAL ATHLETICS / PHYSICAL EDUCATION** | | | **33,045** |

**Additional Spaces**

Outdoor Synthetic Field, 6 Lane Track, Sports Lighting, Scoreboard

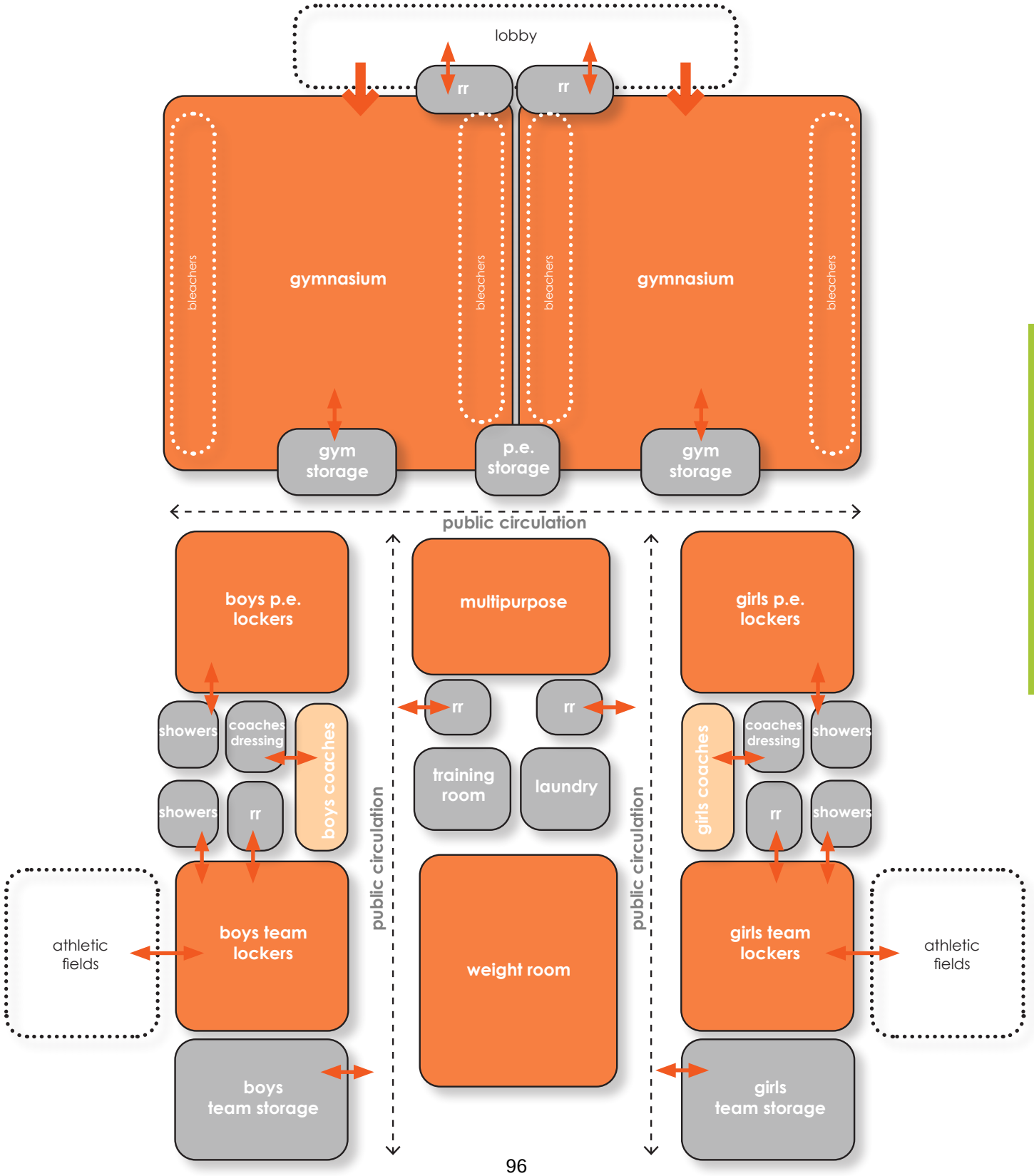
Outdoor Grandstands

Outdoor Concessions / Restrooms

Grass Practice Field

# ATHLETICS / PHYSICAL EDUCATION SPATIAL RELATIONSHIPS & ADJACENCIES

## ATHLETICS / PHYSICAL EDUCATION DIAGRAM




Middle School

# CTE AREA PROGRAM OF SPACES

| CTE AREA | Qty | SF | Total |
|---|---|---|---|
| Touch Systems Data Entry | 2 | 1,200 | 2,400 |
| College Career Explore | 1 | 2,000 | 2,000 |
| PLTW Gateway to Technology (Computer Lab Plus Project Space) | 1 | 2,000 | 2,000 |
| PLTW Storage | 1 | 200 | 200 |
| Robotics | 1 | 1,600 | 1,600 |
| Robotics Storage | 1 | 200 | 200 |
| Computer Science | 1 | 1,800 | 1,800 |
| Flex Computer Lab (Shared CTE / Testing / Etc.) | 2 | 900 | 1,800 |
| E-Sports Arena | 1 | 900 | 900 |
| **TOTAL CTE AREA** | | | **12,900** |

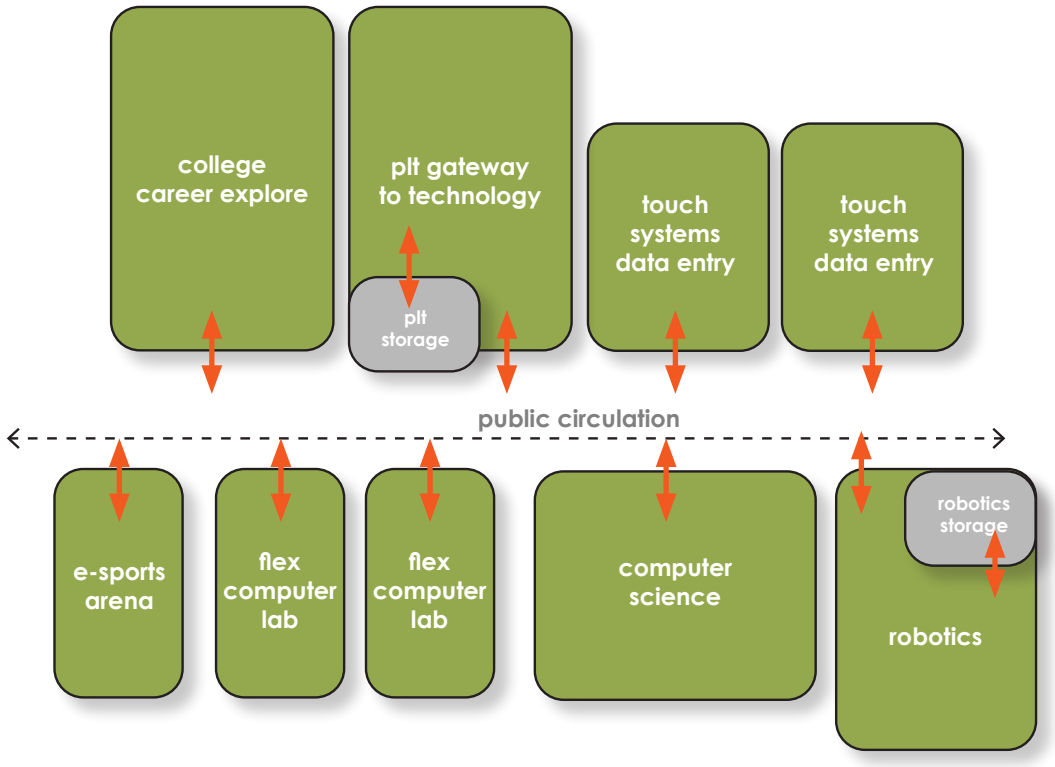
## CTE AREA SPATIAL RELATIONSHIPS & ADJACENCIES

### PROGRAM DESCRIPTION

CTE programs at middle schools need to be future focused and allow students the opportunity for exploration of careers and work related skills.

Career and Technical Education (CTE) programs within Ector County ISD provide a variety of courses in many career pathways. Included at middle schools are college career explore, technology labs, data entry labs, robotics, and computer science.

### CTE AREA DIAGRAM



# CAFETERIA / KITCHEN / ANCILLARY PROGRAM OF SPACES

| SPACE/FUNCTION | QUANTITY | NET UNIT | TOTAL NET | NOTES |
|---|---|---|---|---|
| **CAFETERIA / STUDENT DINING** | **Qty** | **SF** | **Total** | |
| Dining | 1 | 6,800 | 6,800 | |
| Stage | 1 | 1,200 | 1,200 | |
| Stage Equipment Room | 1 | 100 | 100 | |
| Stage Storage | 1 | 250 | 250 | |
| Chair and Table Storage | 1 | 500 | 500 | |
| Student Restroom | 2 | 320 | 640 | |
| **Subtotal Cafeteria / Student Dining** | | | **9,490** | |
| **KITCHEN** | **Qty** | **SF** | **Total** | |
| Serving | 2 | 779 | 1,558 | |
| À La Carte | 1 | 350 | 350 | |
| Pot Wash | 1 | 321 | 321 | |
| Managers Office | 1 | 100 | 100 | |
| Kitchen / Food Prep / Cooking | 2 | 779 | 1,558 | |
| Utility Room / Custodial | 1 | 100 | 100 | |
| Locker Room (Staff) | 1 | 100 | 100 | |
| Kitchen Staff Restroom | 1 | 100 | 100 | |
| Receiving Area | 1 | 100 | 100 | |
| Dry Storage | 1 | 300 | 300 | |
| Walk-in Freezer and Walk-in Cooler | 1 | 360 | 360 | |
| Disposable Ware and Paper Goods Storage | 1 | 120 | 120 | |
| Future Ware Wash | 1 | 150 | 150 | |
| Future Tray Return | 1 | 60 | 60 | |
| Future Tray and Ware Storage | 1 | 60 | 60 | |
| **Subtotal Kitchen** | | | **5,337** | |
| **ANCILLARY / CUSTODIAL** | **Qty** | **SF** | **Total** | |
| Custodial Closet | 6 | 60 | 360 | |
| Custodial Storage | 1 | 300 | 300 | |
| Maintenance (1 Staff) | 1 | 100 | 100 | |
| Outdoor Can Wash | 1 | 40 | 40 | |
| **Subtotal Ancillary / Custodial** | | | **800** | |
| **TOTAL CAFETERIA / STUDENT DINING / KITCHEN / ANCILLARY / CUSTODIAL** | | | **15,627** | |

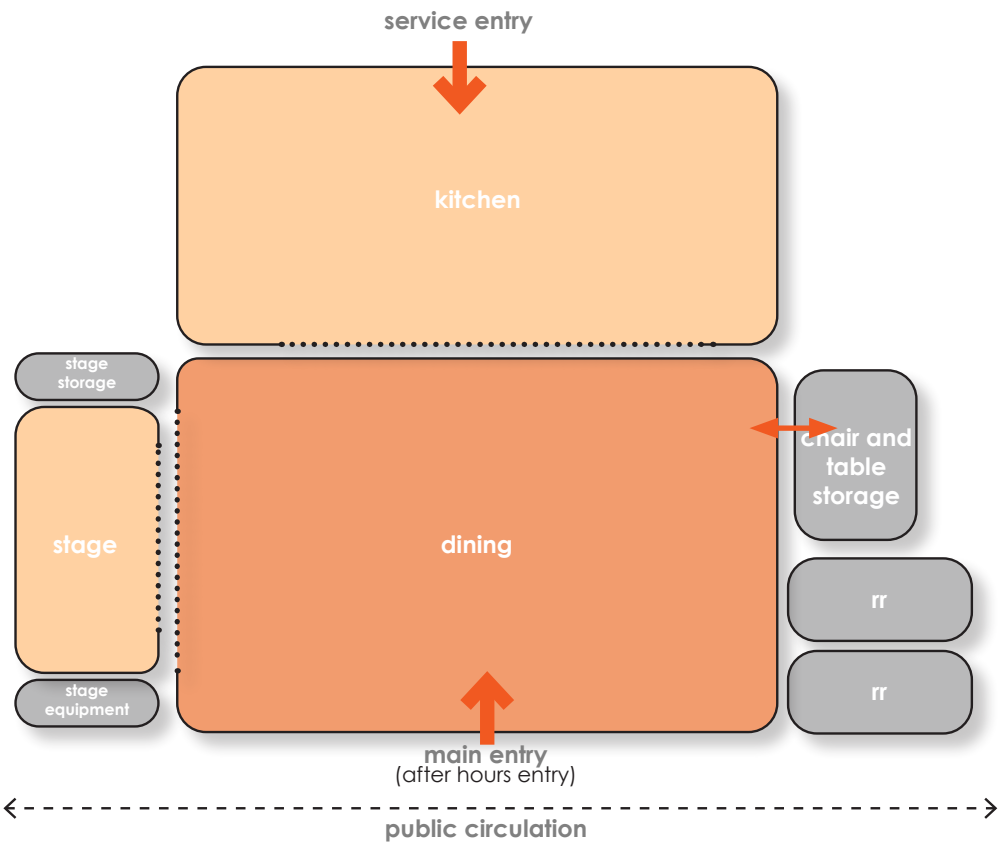
# CAFETERIA / KITCHEN / ANCILLARY SPATIAL RELATIONSHIPS & ADJACENCIES

## PROGRAM DESCRIPTION

The dining area is a gathering spot for students in the morning as they are dropped off for school and a gathering spot for the community as they watch programs and events. As such, the dining area should be flexible in its arrangement and be oriented towards a stage/performing area.

Kitchen space includes serving lines, cooking/prep areas as well as storage and main custodial spaces. Restrooms shall be provided near/adjacent to the dining space. Music and stage are also located in close proximity to the cafeteria space and are addressed in the fine arts section of the Educational Specifications. Serving and kitchen spaces should be designed in conjunction with a Food Services Consultant. Stage and chair/table storage are also located within the cafeteria/commons area.

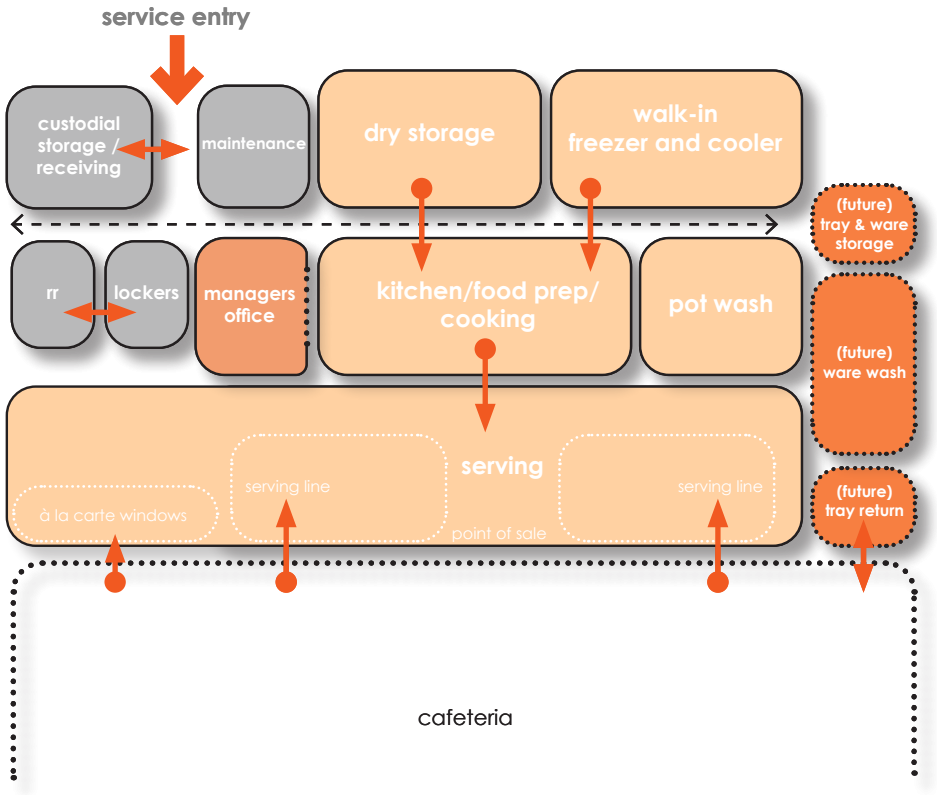
## CAFETERIA / KITCHEN DIAGRAM



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# CAFETERIA / KITCHEN / ANCILLARY SPATIAL RELATIONSHIPS & ADJACENCIES

**KITCHEN DIAGRAM**






NOTES

Kitchen design is beyond the scope of these Educational Specifications.
Notes for the kitchen designer:

1. All disposable serving ware.
2. OFOI digital menu boards (content provided by Nutrislice service).
3. Elevated loading dock not required.
4. Loading doors and storage doors shall be 3'-6" or 4'-0" wide.
5. Kitchen laundry is handled by a service, no washer/dryer required.
6. Include TAS dressing bench in locker vestibule.
7. Manager's office should have two workstations, one for manager and one for computer based training. Built-in furniture is okay.
8. Locate time-clock near loading door, not inside manager's office.
9. Serving line lighting 5000K color temperature.
10. Can wash is used by building custodial, not kitchen staff.
11. Kitchen and serving line flooring is polished concrete. OFOI mats at high slip risk areas.
12. Roof-mounted refrigeration racks for walk-in and reach-in coolers and freezers.

# TECHNOLOGY / POLICE PROGRAM OF SPACES

| TECHNOLOGY | Qty | SF | Total |
|---|---|---|---|
| MDF Room | 1 | 225 | 225 |
| IDF Room | 5 | 120 | 600 |
| Device Storage ("spare" 3%) | 1 | 120 | 120 |
| **Subtotal Technology** | | | **945** |

| POLICE | Qty | SF | Total |
|---|---|---|---|
| Police Office | 1 | 120 | 120 |
| Security Office w/ Adjacent Vestibule and Processing | 1 | 120 | 120 |
| Police Vestibule / Waiting | 1 | 80 | 80 |
| Police Processing | 1 | 100 | 100 |
| **Subtotal Police** | | | **420** |

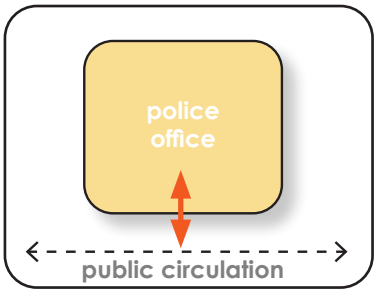
| | | | |
|---|---|---|---|
| **TOTAL TECHNOLOGY / POLICE** | | | **1,365** |



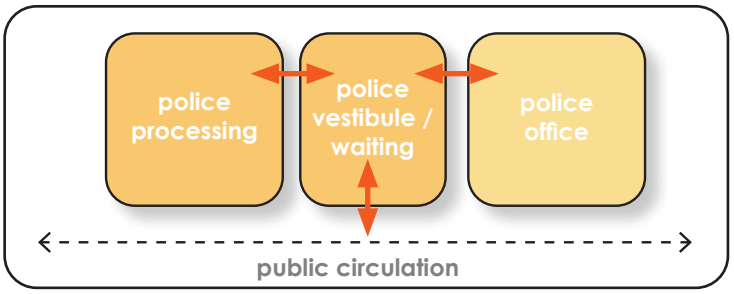
NOTES

Quantity of IDF rooms may vary depending on the layout of the school.

### POLICE DIAGRAM

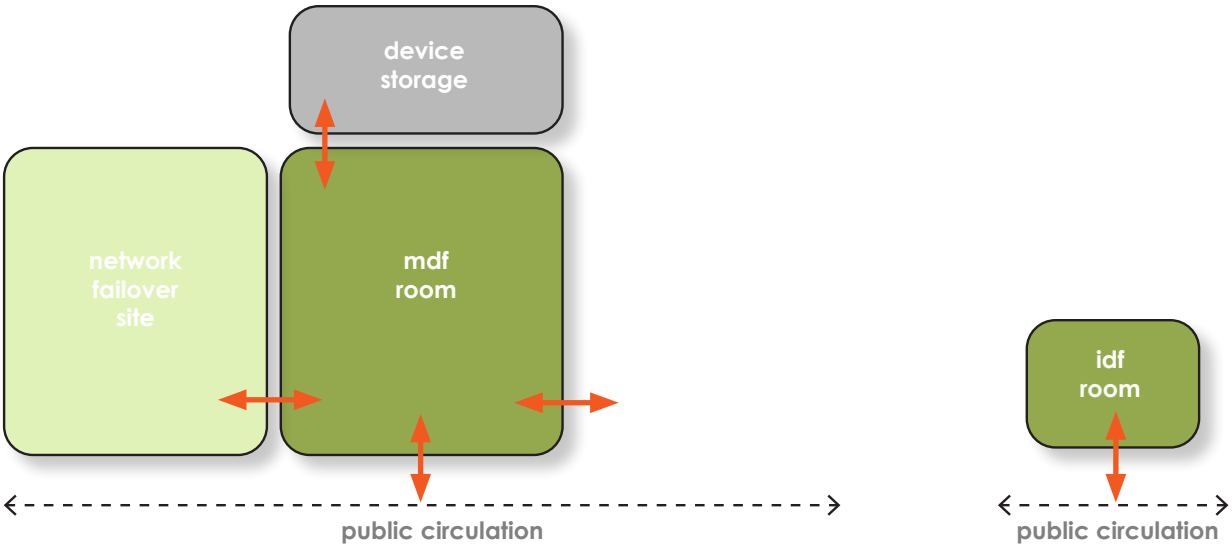



TYPE 1 PD SUITE (X2)




TYPE 3 PD SUITE (X1)

### TECHNOLOGY DIAGRAM





# Educational Specifications

Ector County Independent School District

## High Schools 2024

OUR students...THE future

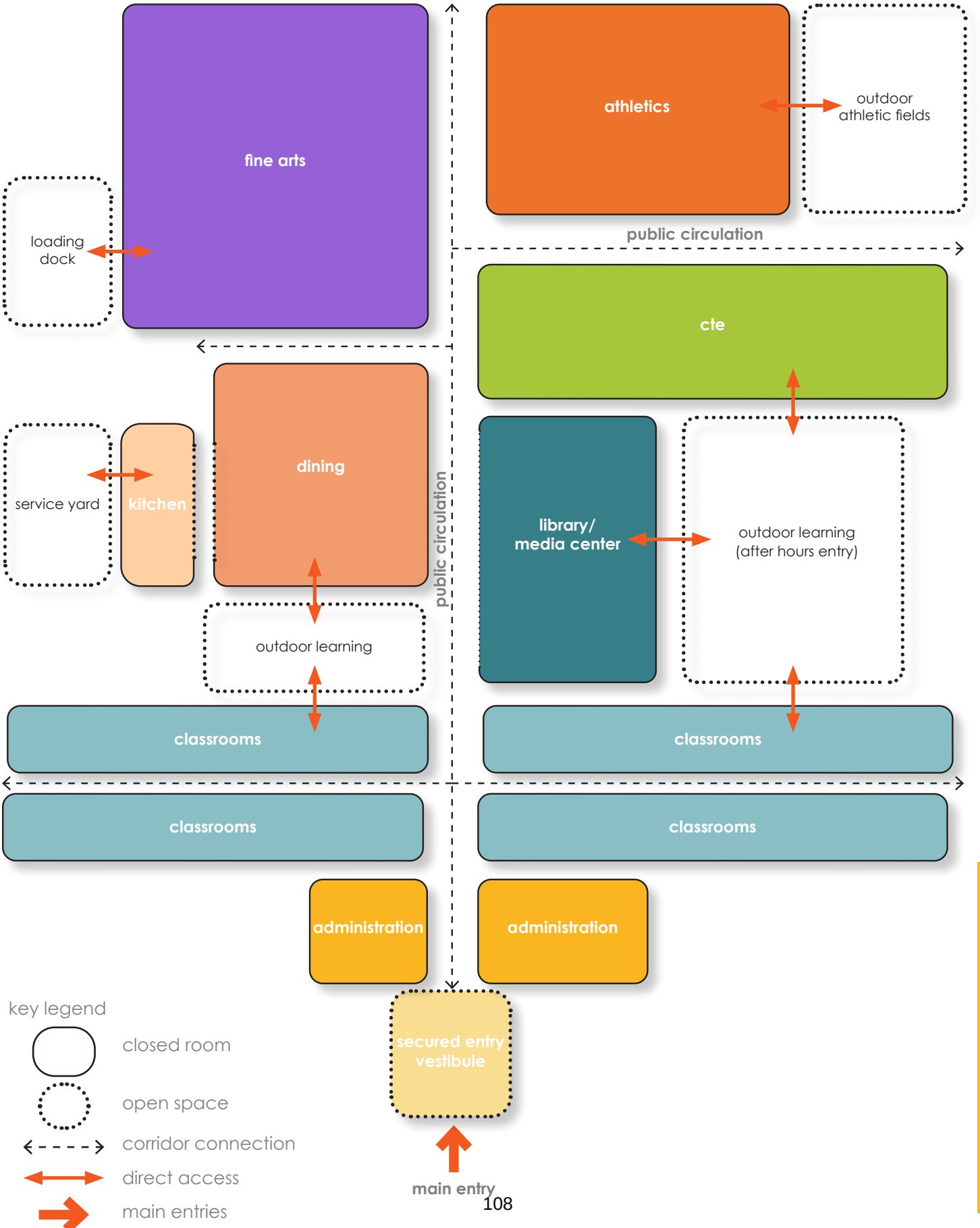
## EXECUTIVE PROGRAM SUMMARY

| SPACE/FUNCTION | AREA |
|---|---|
| ADMINISTRATION | 10,015 |
| CLINIC | 1,210 |
| COUNSELING SUITE | 2,780 |
| AUXILIARY COUNSELING SUITE | 2,500 |
| LIBRARY / MEDIA CENTER | 8,500 |
| GENERAL ACADEMICS | 102,637 |
| SPECIAL EDUCATION | 7,440 |
| AUDITORIUM DRAMA | 20,920 |
| ART | 5,100 |
| BAND | 7,660 |
| CHOIR | 4,475 |
| ORCHESTRA | 5,995 |
| DANCE | 4,040 |
| ROTC (UNDER FINE ARTS) | 3,970 |
| ATHLETICS / PHYSICAL EDUCATION | 89,440 |
| CTE | 31,450 |
| CAFETERIA / STUDENT DINING | 15,240 |
| KITCHEN | 12,668 |
| ANCILLARY / CUSTODIAL | 3,210 |
| TECHNOLOGY | 1,410 |
| POLICE | 980 |
| TOTAL NET AREA | 341,640 |
| UNASSIGNED SPACE (MECH, CIRCULATION, WALLS, ETC.) @ 45% NET AREA | 153,738 |
| TOTAL BUILDING GROSS SQUARE FEET | 495,378 |

## PROGRAM CAPACITY SHEET

| SPACE/FUNCTION | TEACHING SPACES | STUDENTS/ SPACE | % Utilization | | NOTES |
|---|---|---|---|---|---|
| | | | | | |
| GENERAL ACADEMICS TEACHING STATIONS | | | | | |
| General Classrooms | 58 | 26 | 85% | 1,282 | Based on 32SF/Student |
| Science Labs | 17 | 26 | 85% | 376 | Based on 58SF/Student |
| Multi-Purpose Labs | 3 | 26 | 85% | 66 | |
| | | | | | |
| ELECTIVES / CAREER TECH STATIONS | | | | | |
| Art Labs | 3 | 26 | 85% | 66 | |
| Health Classrooms | 4 | 26 | 85% | 88 | |
| CTE Labs | 23 | 26 | 85% | 508 | |
| Auto Tech | 2 | 24 | 85% | 41 | |
| Construction | 1 | 24 | 85% | 20 | |
| Welding | 1 | 24 | 85% | 20 | |
| Culinary Arts | 1 | 24 | 85% | 20 | |
| Drama | 1 | 25 | 85% | 21 | |
| Special Education | 4 | 12 | 85% | 41 | |
| | | | | | |
| TOTAL STUDENT CAPACITY @ 85% UTILIZATION | | | | 2,551 | |

## BUILDING ADJACENCY



# ADMINISTRATION PROGRAM OF SPACES

| SPACE/FUNCTION | QUANTITY | NET UNIT | TOTAL NET | NOTES |
|---|---|---|---|---|
| **ADMINISTRATION** | **Qty** | **SF** | **Total** | |
| Secured Entry Vestibule | 1 | 300 | 300 | |
| Reception / Waiting Area | 1 | 400 | 400 | |
| Attendance Office | 1 | 270 | 270 | |
| Principals Secretary | 1 | 200 | 200 | |
| Principals Office | 1 | 250 | 250 | |
| Conference Room - Principal | 1 | 300 | 300 | |
| Associate Principals Office | 2 | 225 | 450 | |
| Assistant Principals Office | 6 | 225 | 1,350 | |
| Associate / Assistant Principals Secretary Waiting | 6 | 150 | 900 | |
| Administration Conference Room | 1 | 300 | 300 | |
| Administration Storage | 1 | 150 | 150 | |
| Administration Restroom | 2 | 120 | 240 | |
| Copy Room | 1 | 150 | 150 | |
| Mail Room / Workroom | 1 | 400 | 400 | |
| Vault | 1 | 100 | 100 | |
| Registrar | 4 | 225 | 900 | |
| Records Storage (in Registrar) | 4 | 200 | 800 | |
| Central Records Room | 1 | 200 | 200 | |
| Secuure Test Storage | 1 | 800 | 800 | |
| Faculty Lounge | 1 | 600 | 600 | |
| Faculty Restroom | 2 | 75 | 150 | |
| Testing Coordinator Office | 1 | 200 | 200 | |
| Instructional Specialists | 2 | 225 | 450 | |
| Wellness Room (Mother's Room / Lactation) | 1 | 80 | 80 | |
| Visitors Restroom | 1 | 75 | 75 | |
| **Subtotal Administration** | | | **10,015** | |
| **CLINIC** | **Qty** | **SF** | **Total** | |
| Reception / Waiting Area | 1 | 200 | 200 | |
| Clinic Staff Work Area | 2 | 40 | 80 | |
| Cot Area | 4 | 60 | 240 | |
| Isolation / Exam Room | 2 | 150 | 300 | |
| Wellness Room (Mother's Room / Lactation) | 1 | 80 | 80 | |
| Nurse Office | 1 | 150 | 150 | |
| Storage Room | 1 | 60 | 60 | |
| Restroom | 1 | 100 | 100 | |
| **Subtotal Clinic** | | | **1,210** | |
| **COUNSELING SUITE** | **Qty** | **SF** | **Total** | |
| Counseling Secretary / Reception | 1 | 250 | 250 | |
| Counselors Office | 8 | 250 | 2,000 | |
| Counseling Sensory Room | 1 | 300 | 300 | |
| Copy Area | 1 | 80 | 80 | |
| Clerk | 1 | 150 | 150 | |
| **Subtotal Counseling Suite** | | | **2,780** | |
| **AUXILIARY COUNSELING SUITE** | **Qty** | **SF** | **Total** | |
| College and Career Counselor | 1 | 250 | 250 | |
| CTE Counselor | 1 | 250 | 250 | |
| Student Assistance Services (SAS) | 2 | 200 | 400 | |
| Social Workers | 3 | 200 | 600 | |
| Teen Parent Related Services (TPRS) | 3 | 200 | 600 | |
| Communities In Schools (CIS) | 2 | 200 | 400 | |
| **Subtotal Auxiliary Counseling** | | | **2,500** | |
| **TOTAL ADMINISTRATION SUITE** | | | **16,505** | |

NOTES:
1. "AED" Automatic External Defibrillator (in front office and cafeteria, HS athletics).
2. Trauma "STB" Stop the Bleeding Kit (in clinic, coaches offices, front office).

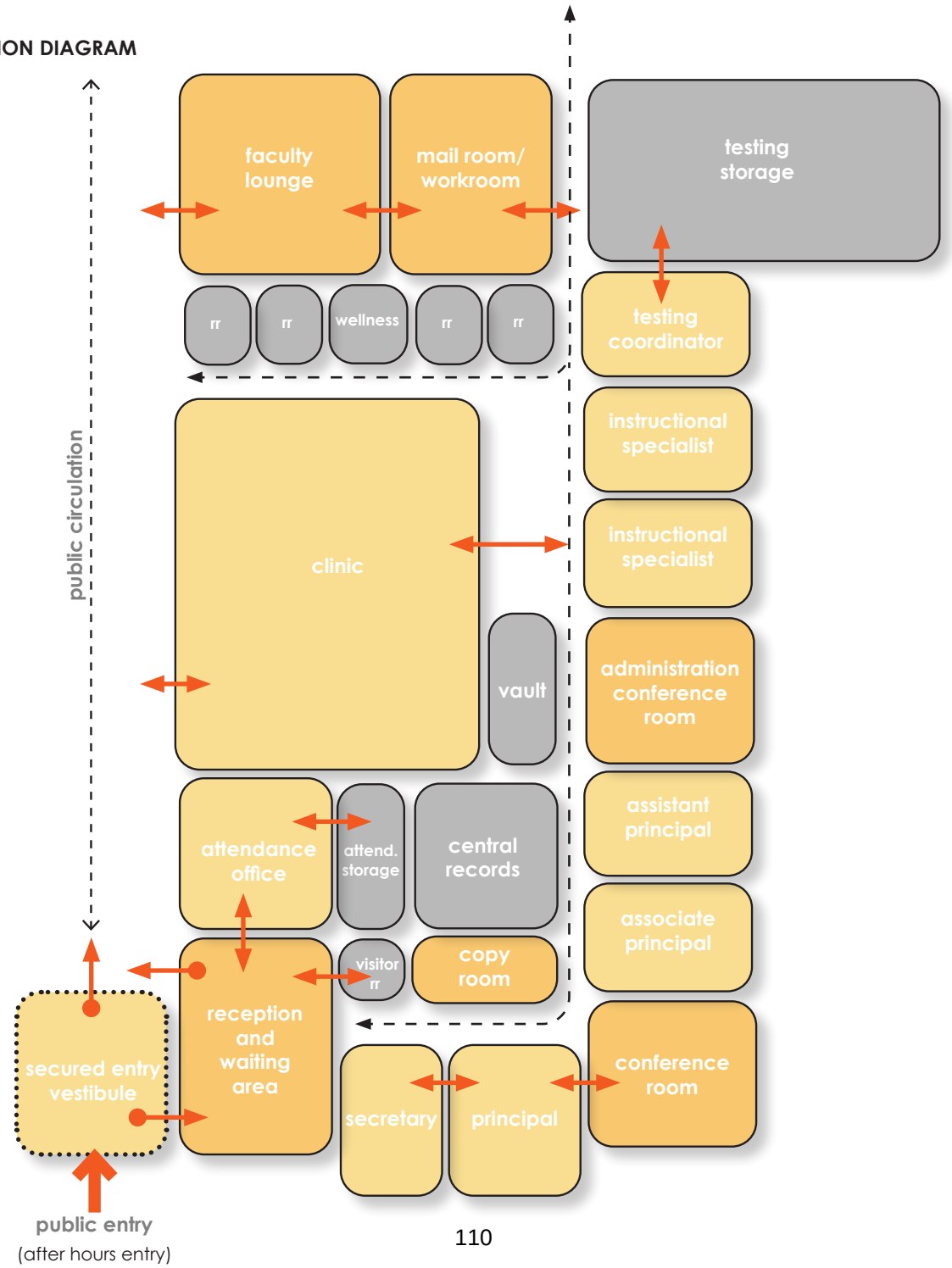
## ADMINISTRATION SPATIAL RELATIONSHIPS & ADJACENCIES

### PROGRAM DESCRIPTION

The administration area should be the focal point of the school entrance and should serve as a welcome center for everyone visiting the campus. Entry into the building via a secure vestibule will lead students, parents and visitors directly to the school after their documentation has been verified.

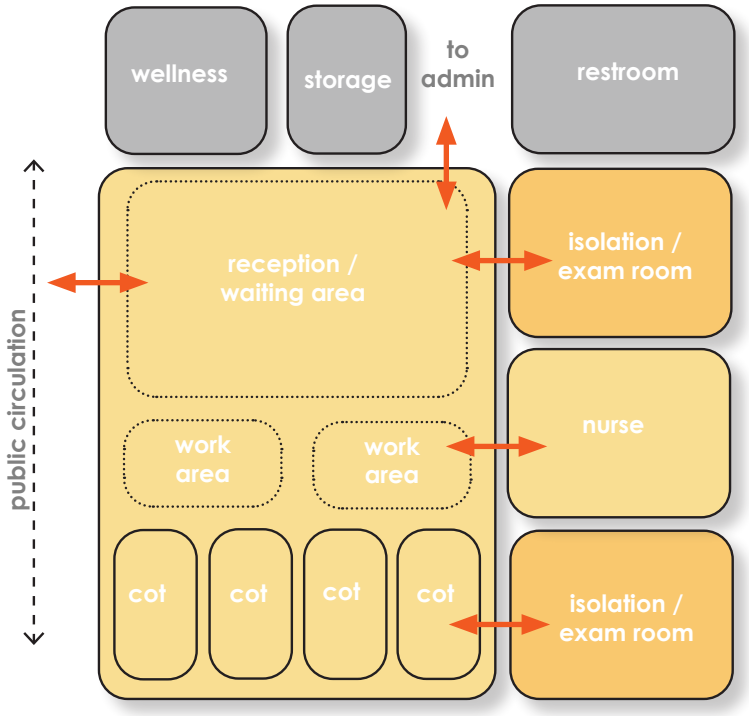
Since the administrative area is the initial contact guests will have to the building, the office area should be inviting and contribute to the overall feel that the school is a collaborative space that encourages interaction between parents, staff and students.

### ADMINISTRATION DIAGRAM

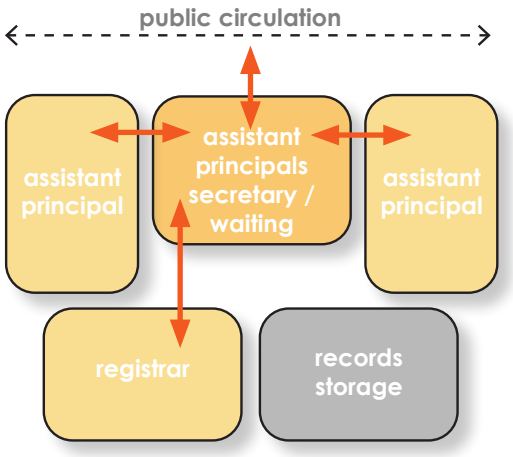


## ADMINISTRATION SPATIAL RELATIONSHIPS & ADJACENCIES

### CLINIC DIAGRAM




### ASSISTANT PRINCIPALS SUITE DIAGRAM

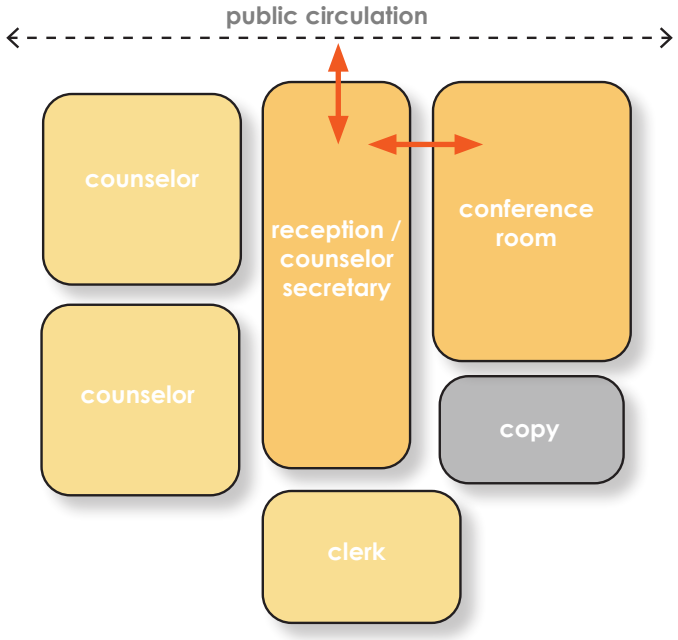



NOTES

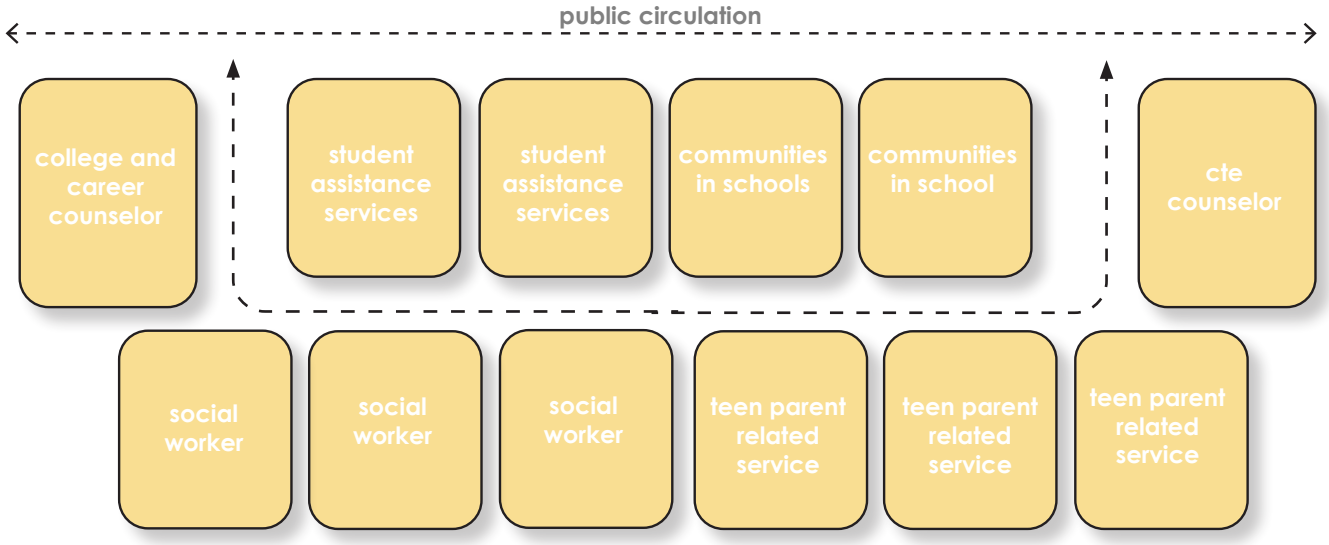
- locate in academic wings

## ADMINISTRATION SPATIAL RELATIONSHIPS & ADJACENCIES

### COUNSELING SUITE DIAGRAM




### AUXILIARY COUNSELING SUITE DIAGRAM



# LIBRARY / MEDIA CENTER PROGRAM OF SPACES

| LIBRARY / MEDIA CENTER | Qty | SF | Total |
|---|---|---|---|
| Library Stacks, Circulation Desk, Etc. | 1 | 4,505 | 4,505 |
| Library Workroom | 1 | 300 | 300 |
| Audio Visual Storage | 1 | 200 | 200 |
| Study Room - Independent | 3 | 200 | 600 |
| Library Restroom (Users) | 2 | 75 | 150 |
| Library Restroom (Staff) | 1 | 75 | 75 |
| Library Office | 1 | 120 | 120 |
| Library Storage | 1 | 100 | 100 |
| Professional Collections | 1 | 100 | 100 |
| Digital Learning Classroom | 1 | 1,200 | 1,200 |
| Maker Space | 1 | 900 | 900 |
| Broadcast / Green Screen | 1 | 250 | 250 |
| **TOTAL LIBRARY / MEDIA CENTER** | | | **8,500** |

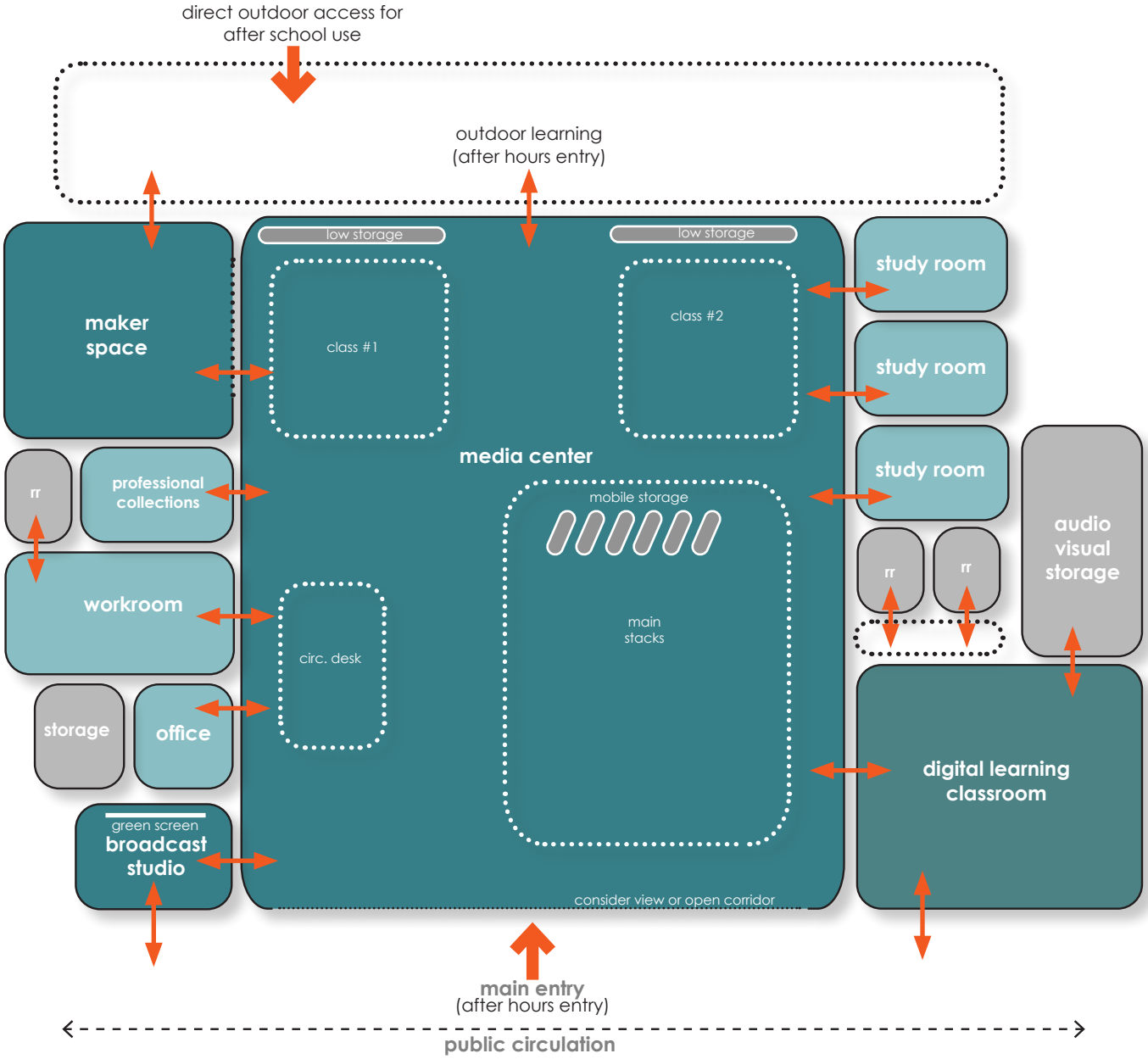
## LIBRARY / MEDIA CENTER PROGRAM OF SPACES

### PROGRAM DESCRIPTION

The media center area within high schools should be the heart of the campus and the main gathering place where students, staff, and visitors can see the collaborative spirit of the school and innovative work being done. Special care should be taken to make sure the library/media center is a vibrant and inviting space for the school and the community. The space should be an area where students can gather for group learning and reading as well as book check-out, research, collaborative project building, and independent learning.

The library/media center should be flexible to allow for multiple activities to take place at once. Included in and adjacent to the media center are various spaces such as a makerspace, digital learning lab, broadcast studio, and access to outdoor learning.

### LIBRARY / MEDIA CENTER DIAGRAM




High School

# GENERAL ACADEMICS PROGRAM OF SPACES

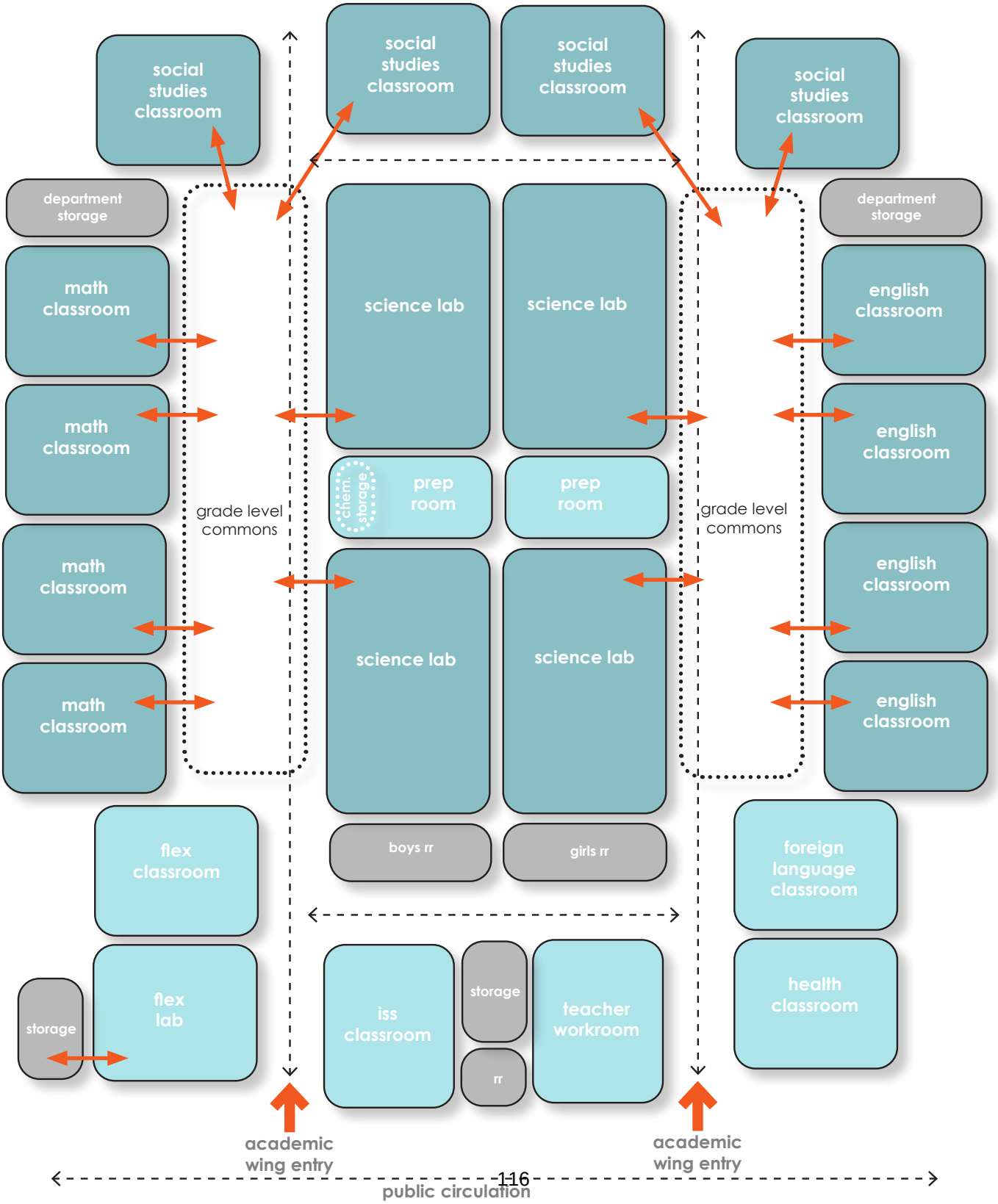
| GENERAL ACADEMICS | Qty | SF | Total | |
|---|---|---|---|---|
| English Language Arts and Reading Classroom | 17 | 900 | 15,300 | Based on 32 SF/ Student (26 Students) |
| ESL Classroom | 1 | 900 | 900 | Based on 32 SF/ Student (26 Students) |
| Foreign Language Classroom | 4 | 832 | 3,328 | Based on 32 SF/ Student (26 Students) |
| Foreign Language Computer Lab | 1 | 1,025 | 1,025 | |
| Elective Classroom | 1 | 900 | 900 | Based on 32 SF/ Student (26 Students) |
| Elective Storage | 1 | 100 | 100 | |
| Speech Classroom | 2 | 400 | 800 | |
| Math Classroom | 17 | 832 | 14,144 | Based on 32 SF/ Student (26 Students) |
| Social Studies Classroom | 17 | 832 | 14,144 | Based on 32 SF/ Student (26 Students) |
| Science Labs (Combo Lab / Lecture) | 17 | 1,600 | 27,200 | Based on 58 SF/ Student (25 Students) |
| Science Prep Room / Storage | 8 | 225 | 1,800 | |
| Chemical and Flammable storage | 4 | 60 | 240 | |
| Health Classroom | 4 | 832 | 3,328 | Based on 32 SF/ Student (26 Students) |
| Credit Recovery Computer Lab | 1 | 950 | 950 | |
| Multi Purpose Lab (LGI) | 3 | 1,500 | 4,500 | |
| PLC / Teacher Workroom | 4 | 500 | 2,000 | |
| ISS Classroom | 4 | 832 | 3,328 | |
| Grade Level Commons | 3 | 1,400 | 4,200 | |
| Department Storage | 9 | 150 | 1,350 | |
| Boys Restroom | 5 | 250 | 1,250 | |
| Girls Restroom | 5 | 250 | 1,250 | |
| Unisex Restroom | 4 | 75 | 300 | |
| Greenhouse | 1 | 300 | 300 | |
| Outdoor Learning Space | | | | |
| **TOTAL GENERAL ACADEMICS** | | | **102,637** | |

NOTES

No student academic lockers in secondary schools.

## GENERAL ACADEMICS SPATIAL RELATIONSHIPS & ADJACENCIES

### TYPICAL 9TH GRADE ACADEMIC WING DIAGRAM



# SPECIAL EDUCATION PROGRAM OF SPACES

| SPECIAL EDUCATION | Qty | SF | Total |
|---|---|---|---|
| Specialized Classroom | 3 | 1,000 | 3,000 |
| Behavior / Restart Room | 1 | 750 | 750 |
| Utility Room | 2 | 250 | 500 |
| Kitchenette | 1 | 250 | 250 |
| OT-PT Motor Lab | 1 | 450 | 450 |
| Toilet for Specialized Classroom | 1 | 150 | 150 |
| Special Education Office (Flex / Inclusion Teachers) | 1 | 450 | 450 |
| Therapy Testing (Speech) | 1 | 80 | 80 |
| Equipment Storage (Shared Between Specialized Classrooms) | 1 | 160 | 160 |
| Diagnostician Office | 1 | 450 | 450 |
| Evaluation Room | 1 | 600 | 600 |
| Resource Room | 1 | 600 | 600 |
| **TOTAL SPECIAL EDUCATION** | | | **7,440** |

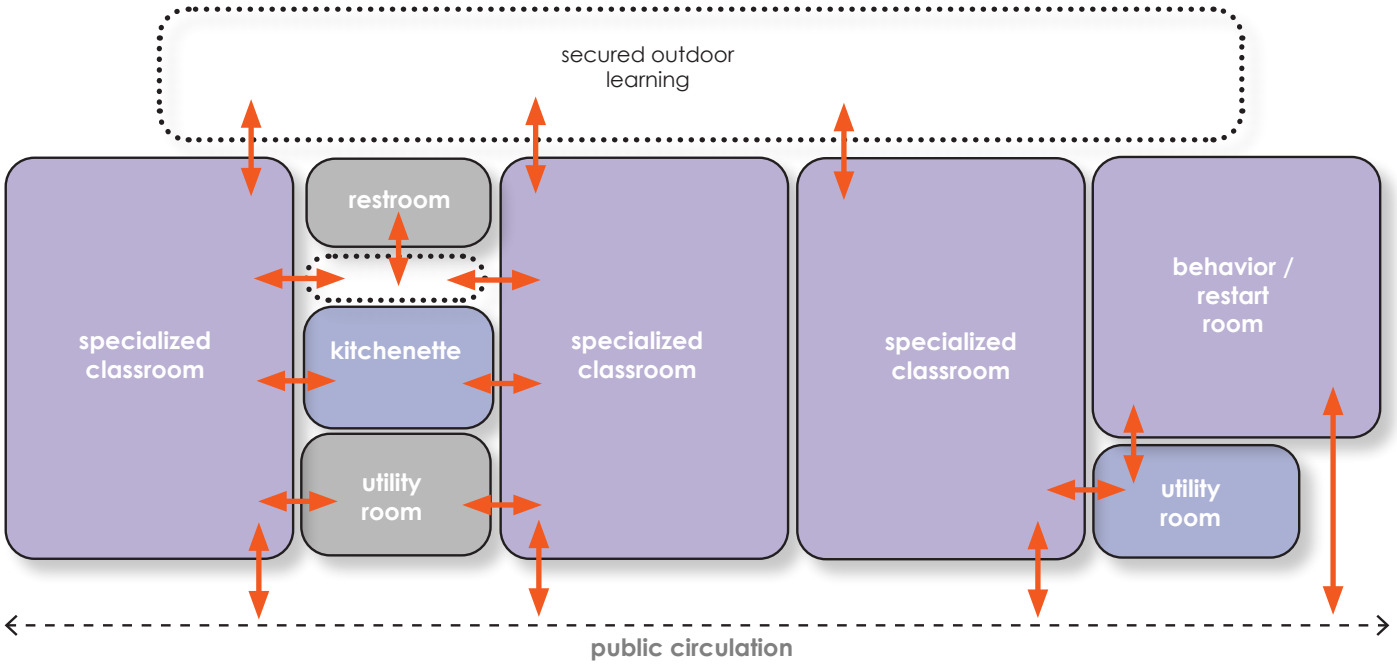
NOTES

## SPECIAL EDUCATION SPATIAL RELATIONSHIPS & ADJACENCIES

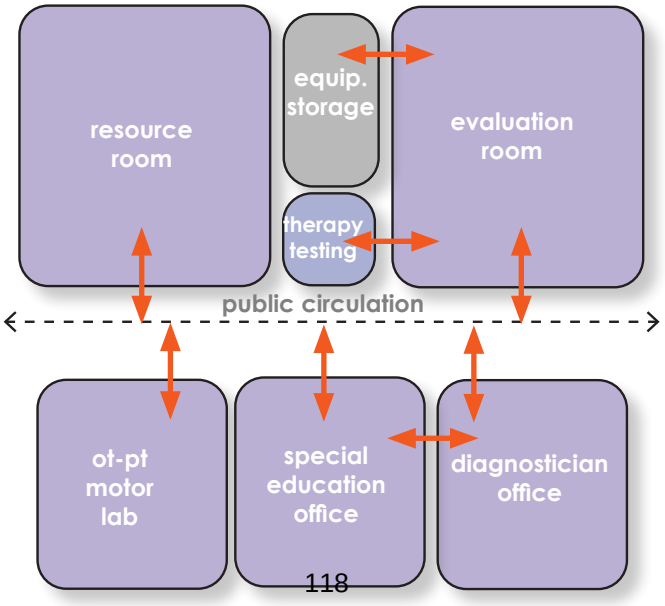
### PROGRAM DESCRIPTION

Special education classrooms are centers of activity as students work on projects, collaborate with others, and learn/practice personal life-care. Spaces should be flexible so that teachers can easily adjust furniture and equipment based on the needs of the students, and special education classrooms should be in close proximity to both the bus pick-up/drop-off and the nurses clinic. While spaces should be transparent so they are a part of the learning ecosystem of the school, special care should be given so that students can be screened from outside viewers. Special needs education students must be provided the least restrictive environment for the individual education programs; the special needs students need to be integrated with the rest of the student population to the greatest extent possible.

### SPECIAL EDUCATION DIAGRAM




### SPECIAL EDUCATION OFFICE DIAGRAM



# FINE ARTS PROGRAM OF SPACES

| AUDITORIUM / DRAMA | Qty | SF | Total |
|---|---|---|---|
| Auditorium | 1 | 9,025 | 9,025 |
| Stage | 1 | 4,100 | 4,100 |
| Lobby | 1 | 1,000 | 1,000 |
| Restrooms | 2 | 250 | 500 |
| Unisex Restroom | 2 | 75 | 150 |
| Vestibule | 2 | 170 | 340 |
| Makeup | 2 | 250 | 500 |
| Concessions | 1 | 50 | 50 |
| Control Booth | 1 | 250 | 250 |
| Black Box | 1 | 2,000 | 2,000 |
| Ticket booth | 1 | 175 | 175 |
| Drama Classroom | 1 | 1,000 | 1,000 |
| Drama Office | 1 | 180 | 180 |
| Drama Costume Storage | 1 | 450 | 450 |
| Drama Storage | 1 | 150 | 150 |
| Set Shop | 1 | 650 | 650 |
| Scene Storage | 1 | 300 | 300 |
| Piano Storage | 1 | 100 | 100 |
| **Subtotal Auditorium / Drama** | | | **20,920** |

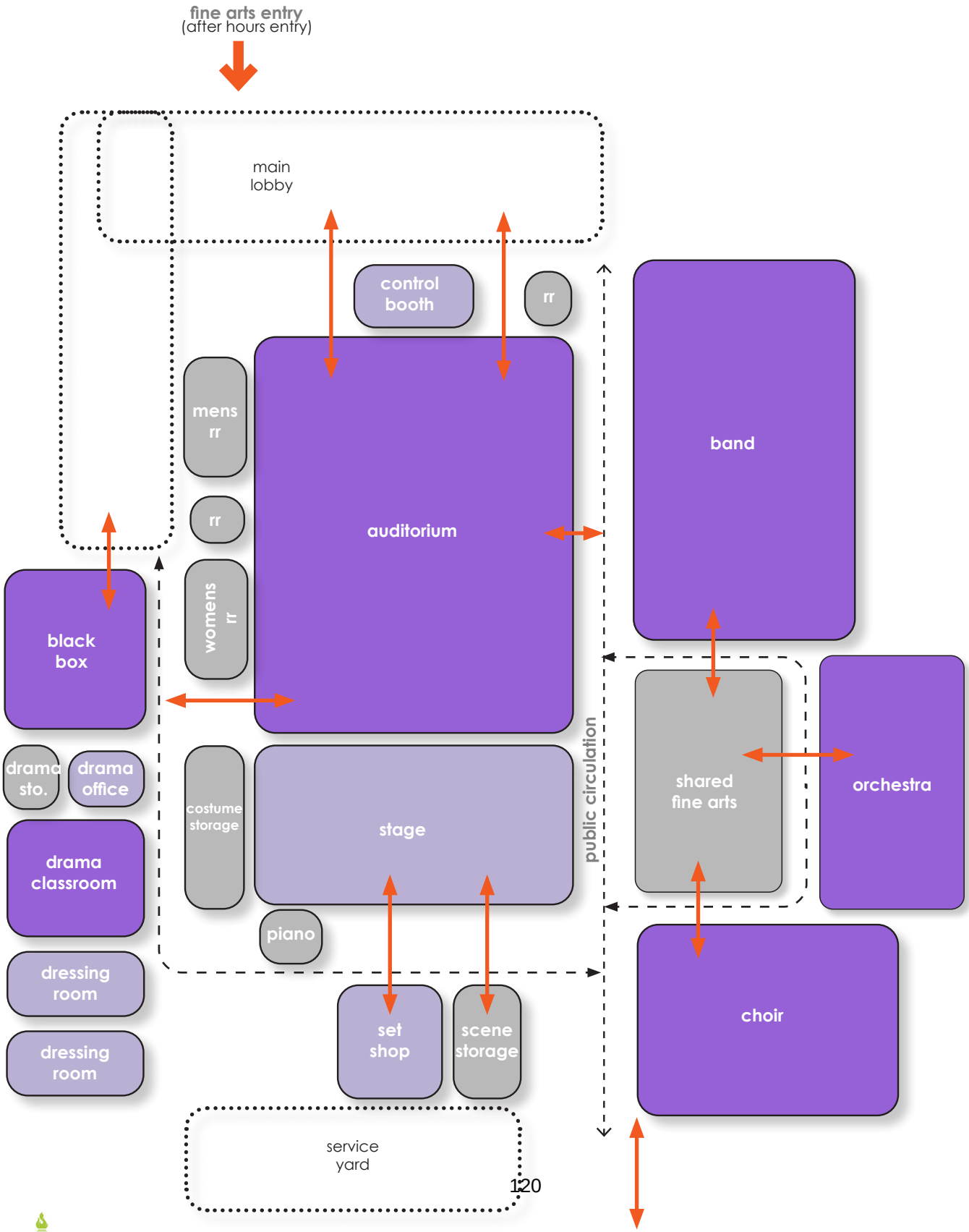
| BAND | Qty | SF | Total |
|---|---|---|---|
| Band Hall | 1 | 3,500 | 3,500 |
| Band Instrument Storage | 1 | 300 | 300 |
| Band Uniform Storage | 1 | 300 | 300 |
| Band Library | 1 | 250 | 250 |
| Band Office | 2 | 180 | 360 |
| Band Ensemble Room | 1 | 1,750 | 1,750 |
| Percussion Room | 1 | 1,000 | 1,000 |
| Instrument Repair / Workroom | 1 | 200 | 200 |
| **Subtotal Band** | | | **7,660** |

| CHOIR | Qty | SF | Total |
|---|---|---|---|
| Choir Hall | 1 | 2,125 | 2,125 |
| Choir Office | 2 | 200 | 400 |
| Choir Library | 1 | 250 | 250 |
| Choir Uniform Storage | 1 | 500 | 500 |
| Choir Storage | 1 | 200 | 200 |
| Choir Ensemble | 1 | 1,000 | 1,000 |
| **Subtotal Choir** | | | **4,475** |

| ORCHESTRA | Qty | SF | Total |
|---|---|---|---|
| Orchestra Hall | 1 | 2,100 | 2,100 |
| Orchestra Office | 1 | 200 | 200 |
| Orchestra Library | 1 | 150 | 150 |
| Orchestra Instrument Storage | 1 | 200 | 200 |
| Orchestra Uniform Storage | 1 | 400 | 400 |
| Orchestra Ensemble | 1 | 875 | 875 |
| Shared Practice Room | 9 | 80 | 720 |
| Shared Music Room | 1 | 700 | 700 |
| Shared Student Restroom | 2 | 250 | 500 |
| Shared Faculty Restroom | 2 | 75 | 150 |
| **Subtotal Orchestra** | | | **5,995** |

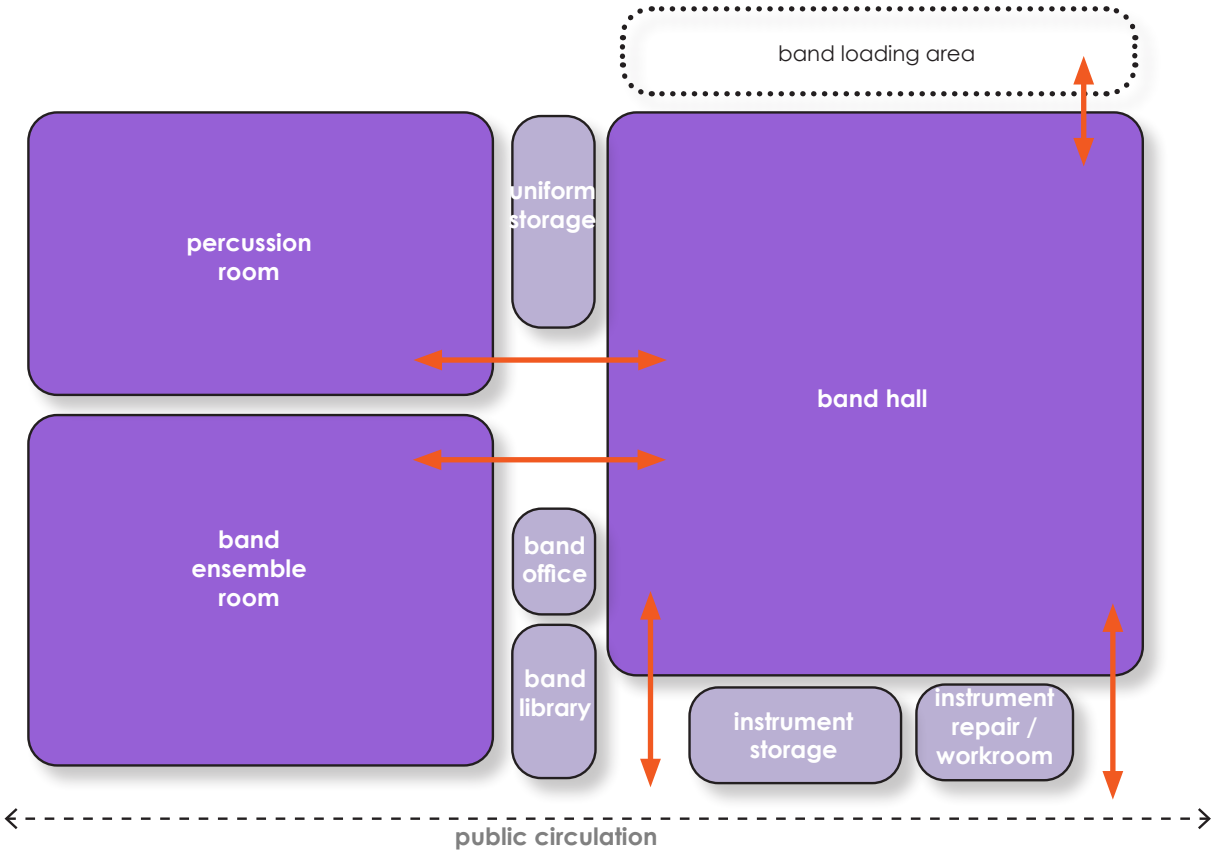
## FINE ARTS SPATIAL RELATIONSHIPS & ADJACENCIES

### AUDITORIUM AND DRAMA DIAGRAM

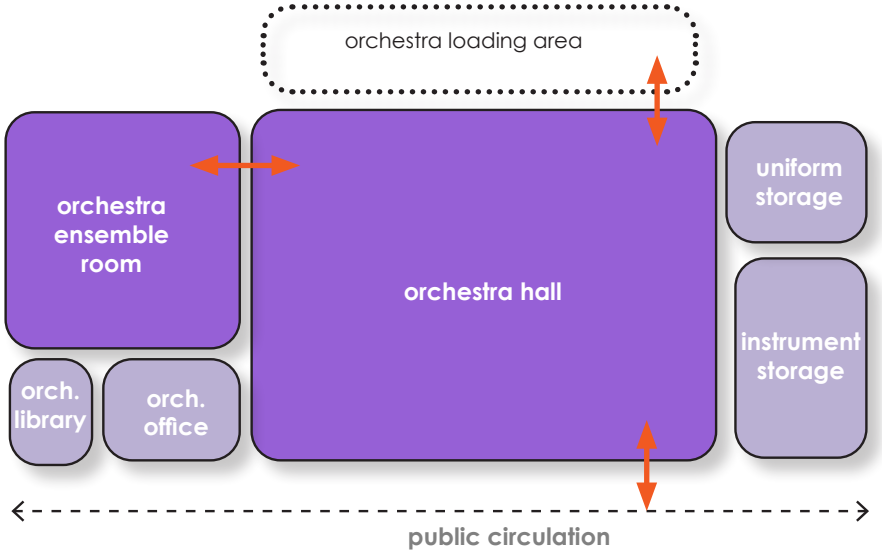


## FINE ARTS SPATIAL RELATIONSHIPS & ADJACENCIES

### BAND DIAGRAM

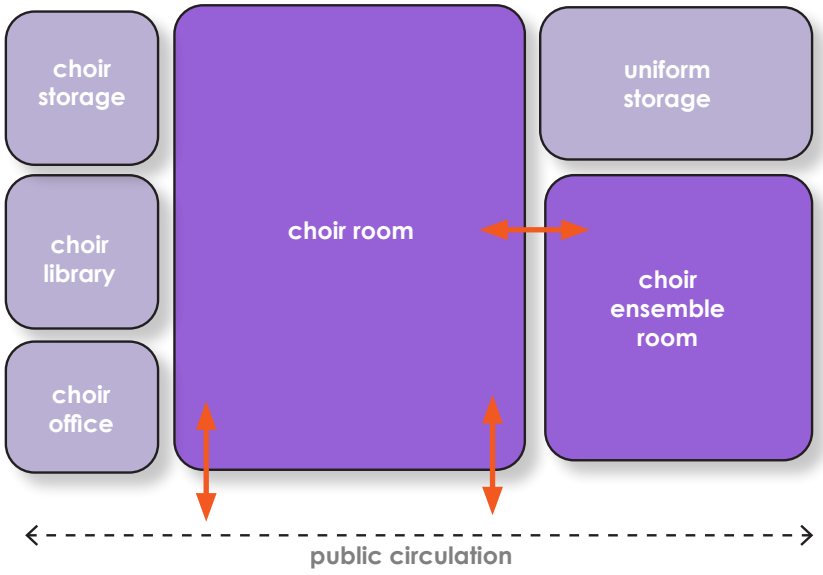



### ORCHESTRA DIAGRAM

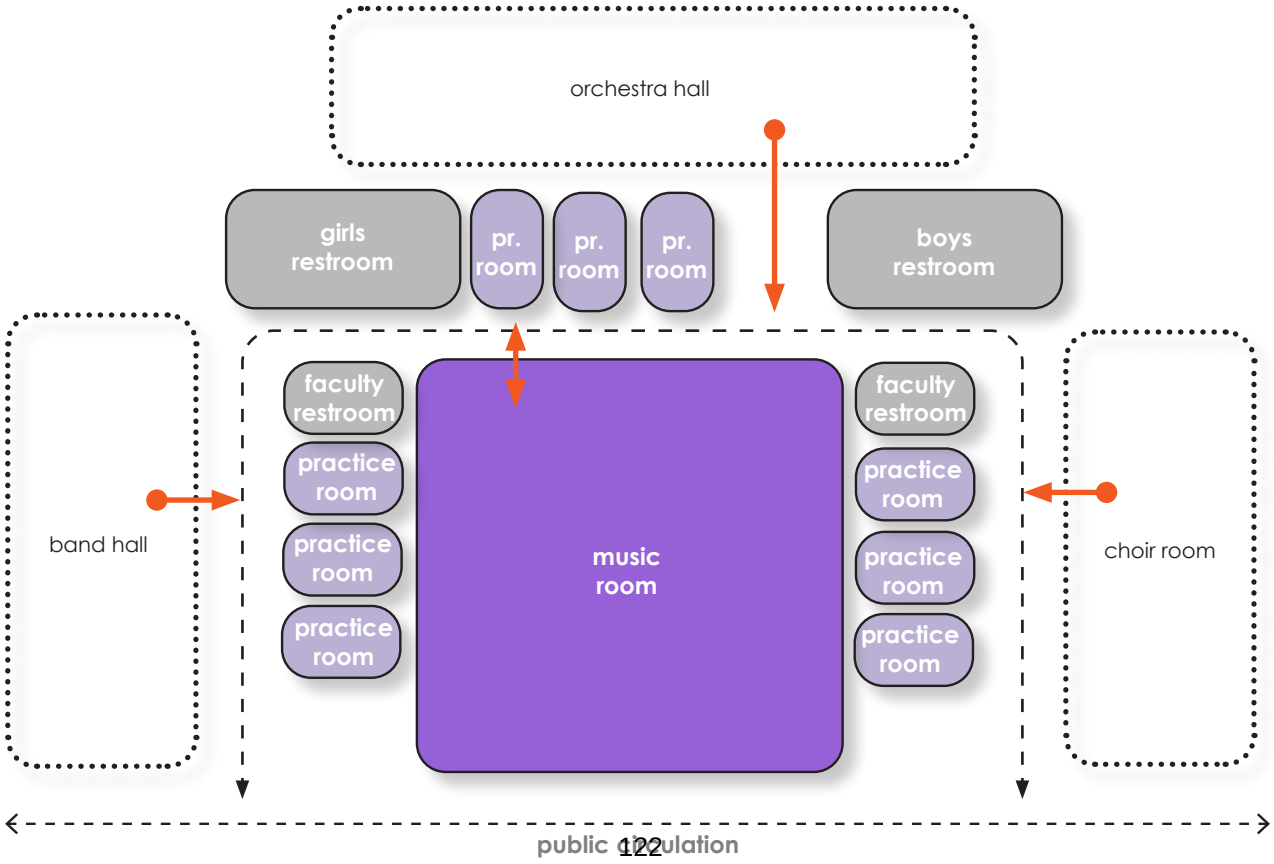


## FINE ARTS SPATIAL RELATIONSHIPS & ADJACENCIES

### CHOIR DIAGRAM




### SHARED PROGRAM DIAGRAM



# FINE ARTS PROGRAM OF SPACES

| VISUAL ARTS | Qty | SF | Total |
|---|---|---|---|
| Art Lab | 3 | 1,400 | 4,200 |
| Art Storage | 1 | 500 | 500 |
| Kiln | 1 | 250 | 250 |
| Art Office | 1 | 150 | 150 |
| **Subtotal Art** | | | **5,100** |

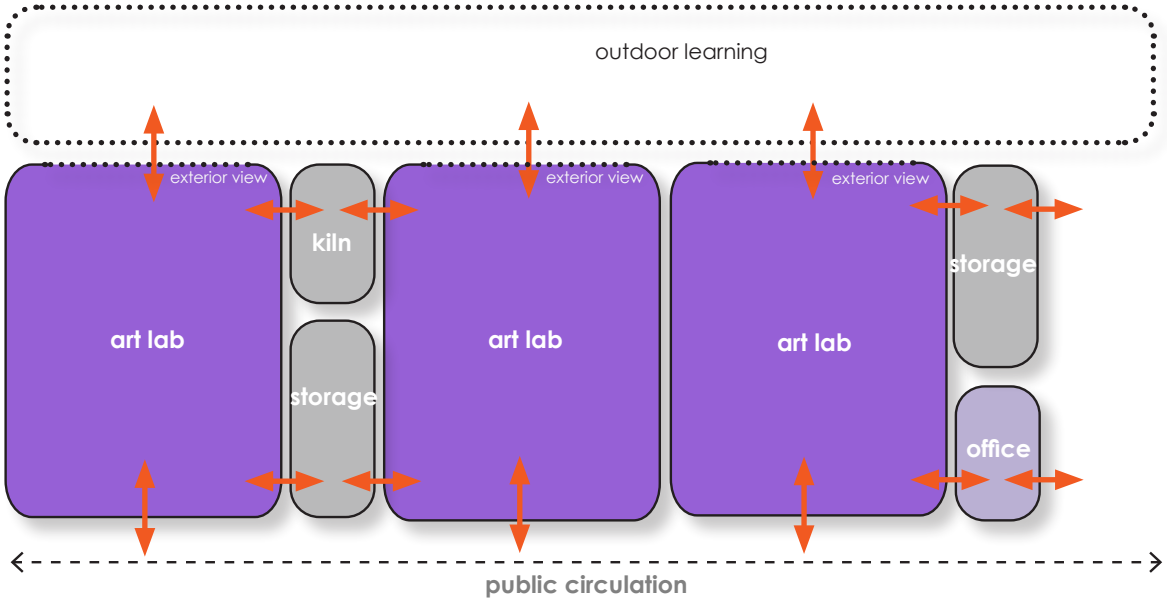
| DANCE | Qty | SF | Total |
|---|---|---|---|
| Dance Studio | 1 | 2,300 | 2,300 |
| Dance Office | 1 | 150 | 150 |
| Dance Locker | 1 | 640 | 640 |
| Dance Restroom | 1 | 200 | 200 |
| Dance Dressing / Unisex Restroom | 1 | 150 | 150 |
| Dance Equipment Storage | 1 | 300 | 300 |
| Dance Uniform Storage | 1 | 300 | 300 |
| **Subtotal Dance** | | | **4,040** |

| ROTC (UNDER FINE ARTS) | Qty | SF | Total |
|---|---|---|---|
| ROTC Classroom | 2 | 750 | 1,500 |
| Office | 1 | 160 | 160 |
| Changing Room | 2 | 200 | 400 |
| Uniform Storage | 1 | 150 | 150 |
| Firing Range | 1 | 1,600 | 1,600 |
| Arm Storage | 1 | 160 | 160 |
| **Subtotal ROTC** | | | **3,970** |

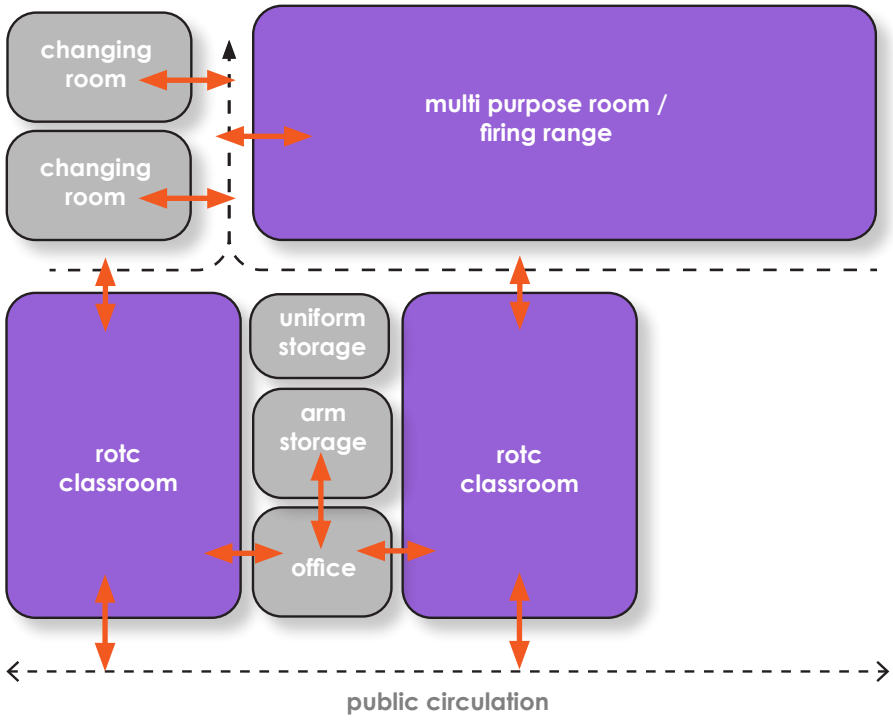
| | | | |
|---|---|---|---|
| **TOTAL FINE ARTS** | | | **52,160** |

## FINE ARTS SPATIAL RELATIONSHIPS & ADJACENCIES

### VISUAL ARTS DIAGRAM




### ROTC DIAGRAM




124

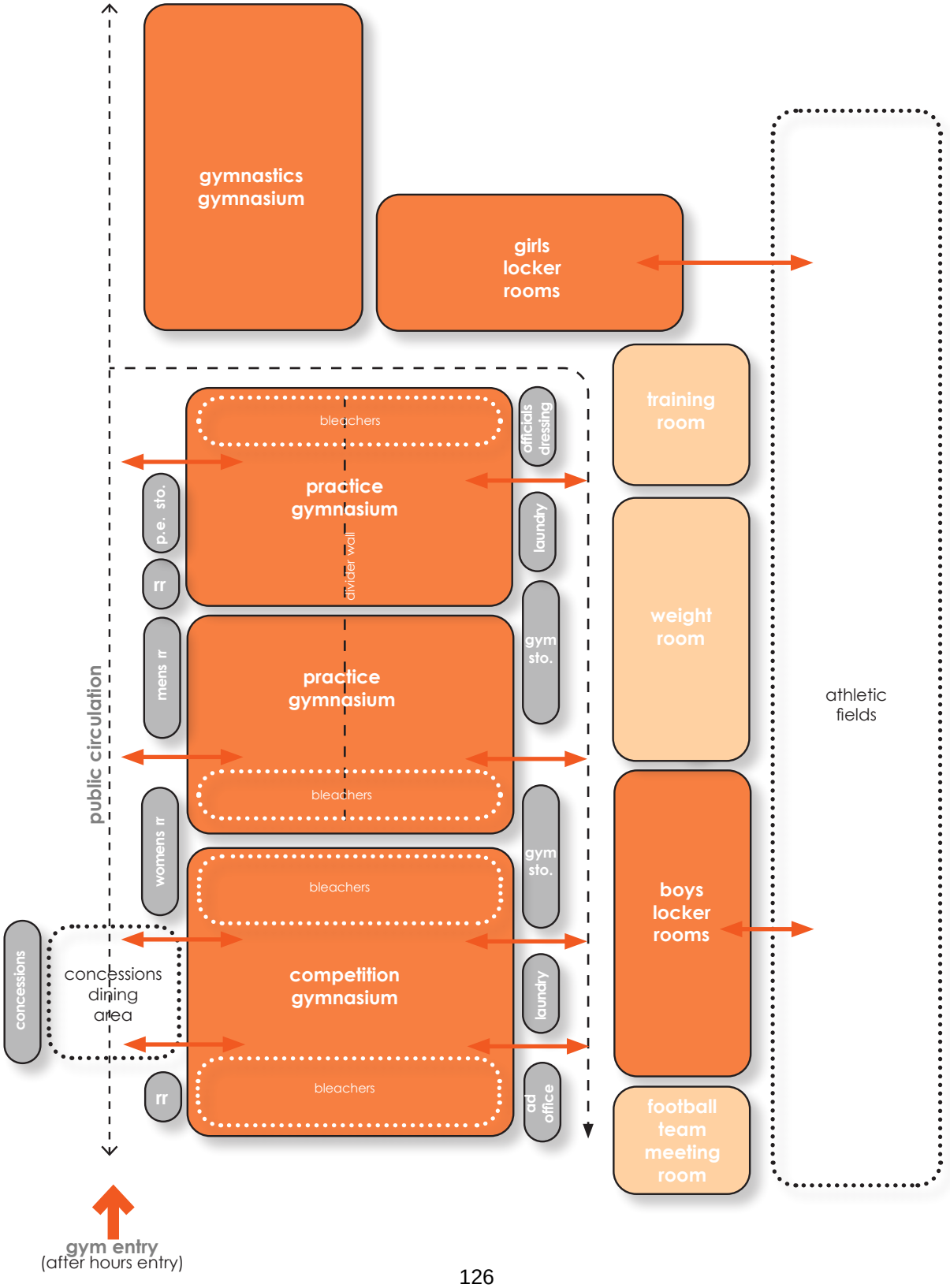
# ATHLETICS / PHYSICAL EDUCATION PROGRAM OF SPACES

| ATHLETICS / PHYSICAL EDUCATION | Qty | SF | Total |
|---|---|---|---|
| Competition Gymnasium | 1 | 23,400 | 23,400 |
| Practice Gymnasium | 2 | 15,000 | 30,000 |
| Competition Gym Storage | 1 | 330 | 330 |
| Gymnastics Gymnasium | 1 | 8,730 | 8,730 |
| Practice Gym Storage | 1 | 300 | 300 |
| School Athletic Director Office | 1 | 120 | 120 |
| School Athletic Director Assistant | 1 | 120 | 120 |
| Spectator Restrooms | 2 | 250 | 500 |
| Athletics Single User Restroom | 2 | 80 | 160 |
| Laundry | 2 | 250 | 500 |
| P.E. Storage | 1 | 150 | 150 |
| Concessions | 1 | 250 | 250 |
| Concession Dining Area with View of Court | 1 | 250 | 250 |
| Concessions Storage | 1 | 100 | 100 |
| Training Room | 1 | 1,900 | 1,900 |
| Weight Room | 1 | 4,800 | 4,800 |
| Team Meeting Room | 1 | 1,900 | 1,900 |
| Officials Dressing Room | 1 | 130 | 130 |
| Boys Coaches Office | 1 | 300 | 300 |
| Boys Coaches Dressing | 1 | 200 | 200 |
| Boys PE Lockers | 1 | 3,000 | 3,000 |
| Boys Team Locker | 1 | 3,000 | 3,000 |
| Boys Showers | 1 | 200 | 200 |
| Boys Team Storage | 1 | 1,000 | 1,000 |
| Boys Restroom | 1 | 200 | 200 |
| Girls Coaches Office | 1 | 300 | 300 |
| Girls Coaches Dressing | 1 | 200 | 200 |
| Girls P.E. Lockers | 1 | 3,000 | 3,000 |
| Girls Team Lockers | 1 | 3,000 | 3,000 |
| Girls Showers | 1 | 200 | 200 |
| Girls Team Storage | 1 | 1,000 | 1,000 |
| Girls Restroom | 1 | 200 | 200 |
| **TOTAL ATHLETICS / PHYSICAL EDUCATION** | | | **89,440** |

NOTES

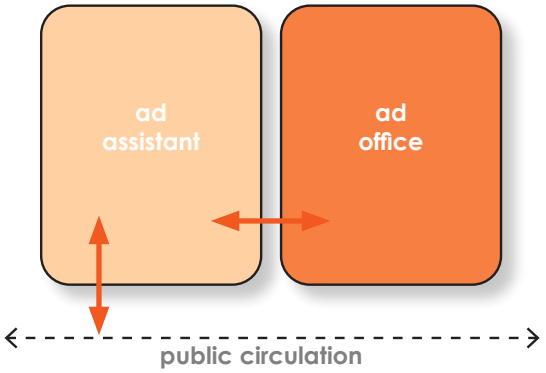
# ATHLETICS / PHYSICAL EDUCATION SPATIAL RELATIONSHIPS & ADJACENCIES

## ATHLETICS / PHYSICAL EDUCATION DIAGRAM

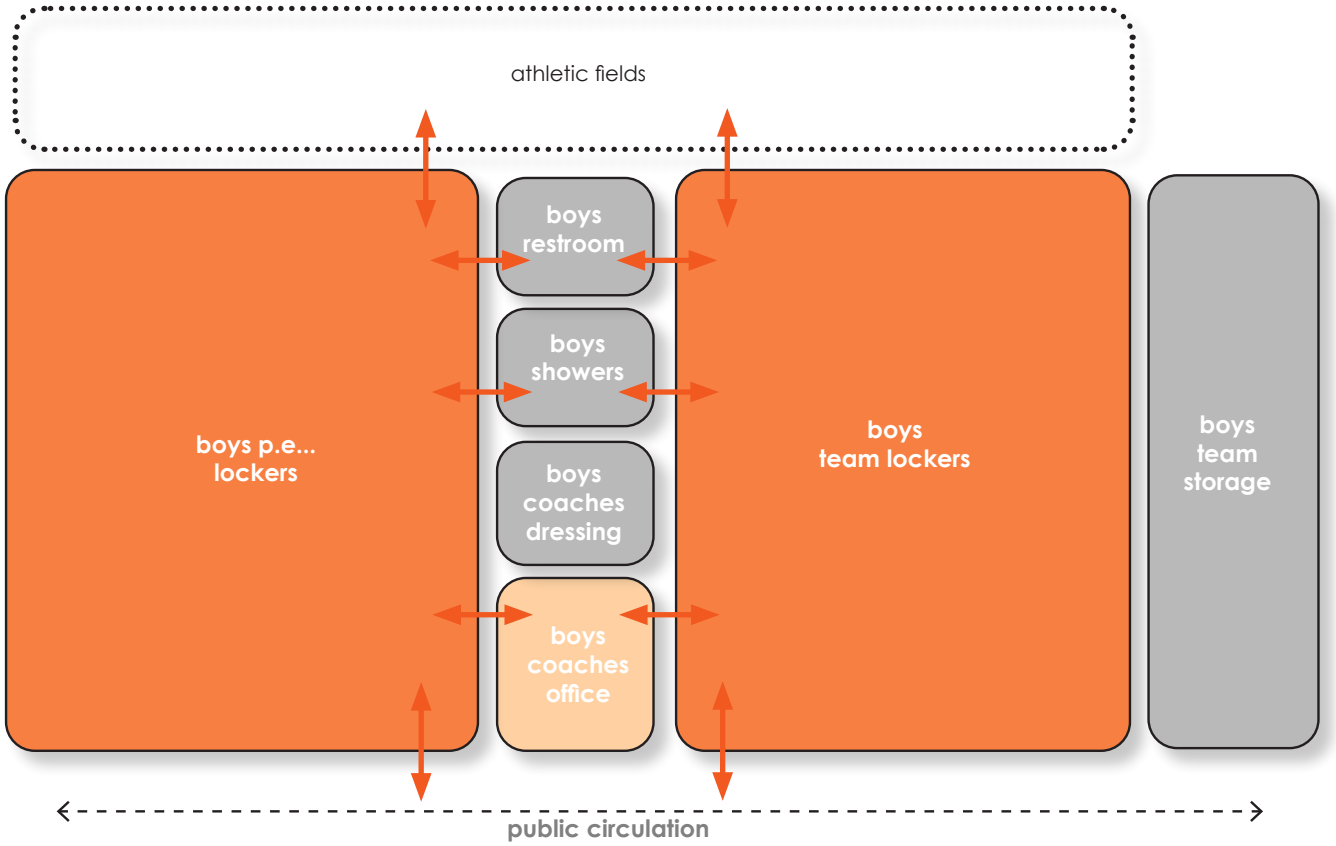


## ATHLETICS / PHYSICAL EDUCATION SPATIAL RELATIONSHIPS & ADJACENCIES

### ATHLETIC DIRECTOR SUITE DIAGRAM

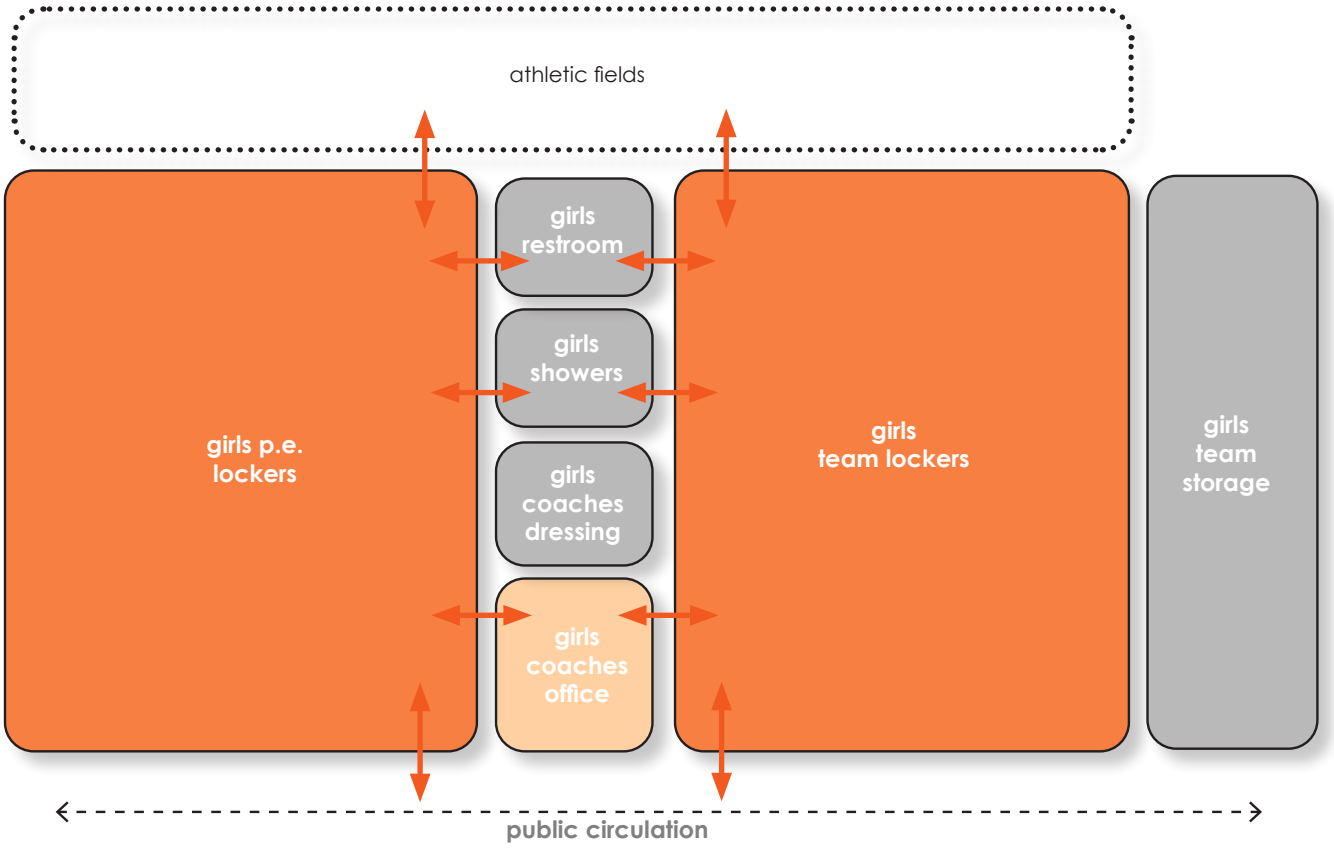



### ATHLETICS / BOYS LOCKER ROOMS DIAGRAM



## ATHLETICS / PHYSICAL EDUCATION SPATIAL RELATIONSHIPS & ADJACENCIES

### ATHLETICS / GIRLS LOCKER ROOMS DIAGRAM



# CAREER, TECHNOLOGY AND ENGINEERING PROGRAM OF SPACES

| CTE AREA | Qty | SF | Total |
|---|---|---|---|
| Principles of Health Science Classroom | 1 | 950 | 950 |
| BIM Lab | 1 | 1,100 | 1,100 |
| Financial Math, BIM Lab | 1 | 1,100 | 1,100 |
| Principles of Agriculture Classroom | 1 | 950 | 950 |
| Prof Com Lab / Debate | 1 | 950 | 950 |
| BIM1, BIM2 Business Management Lab | 1 | 1,100 | 1,100 |
| BIM Money Matters Lab | 1 | 1,100 | 1,100 |
| BIM Dollars & Sense Lab | 2 | 1,100 | 2,200 |
| CP, CP2 BIM Lab | 1 | 1,100 | 1,100 |
| BIM Accounting 1&2 / Animation Lab | 1 | 1,100 | 1,100 |
| Animation 2 Practicum Lab | 1 | 1,100 | 1,100 |
| Graphic Design Practicum / Web D Lab | 1 | 1,100 | 1,100 |
| PMBF, Business Law, BIM, Touch Systems Lab | 1 | 1,100 | 1,100 |
| Intro to Engineering, Math Innovation, Engineering Science Lab | 1 | 950 | 950 |
| Professional Communications / Family & Consumer Science Classroom | 1 | 950 | 950 |
| BIM Financial Math Lab | 1 | 1,100 | 1,100 |
| Computer Science 1 & 2 Lab | 1 | 1,100 | 1,100 |
| BIM Lab | 1 | 1,100 | 1,100 |
| Professional Communications Lab | 1 | 950 | 950 |
| Family & Consumer Science Classroom | 1 | 950 | 950 |
| PLTW Biomedical | 1 | 1,100 | 1,100 |
| Intro to Engineering, Civil, Aero, Robotics Lab (PLTW) | 1 | 1,100 | 1,100 |
| Principles of Auto Tech | 1 | 1,100 | 1,100 |
| Principles of Auto Collision and Repair | 1 | 1,100 | 1,100 |
| Auto Tech / Collision Shared Classroom | 1 | 800 | 800 |
| Principles of Construction | 1 | 1,100 | 1,100 |
| Principles of Welding | 1 | 1,100 | 1,100 |
| Culinary Arts | 1 | 1,100 | 1,100 |
| E-Sports Arena | 1 | 900 | 900 |
| **TOTAL CTE AREA** | | | **31,450** |

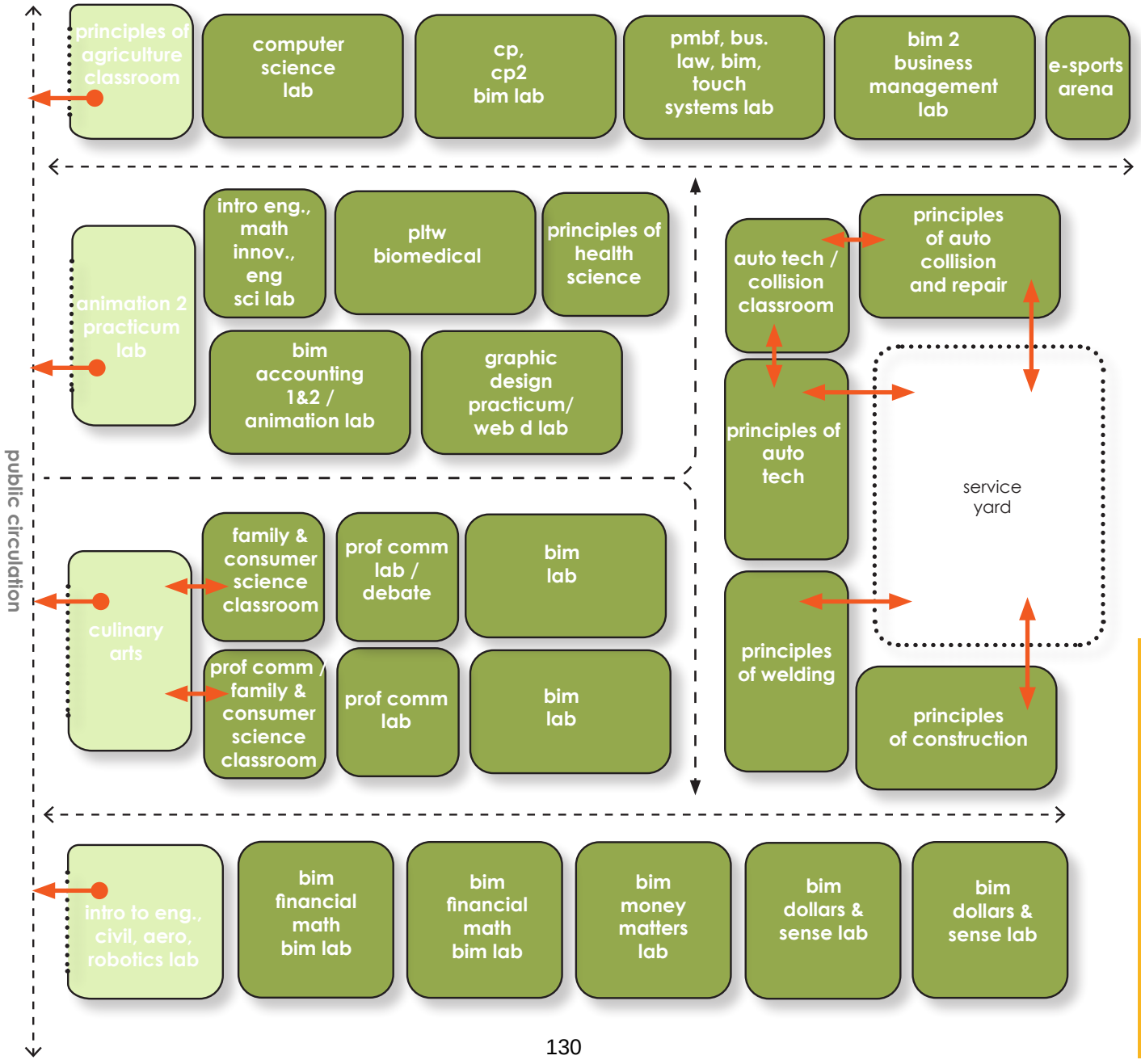
# CAREER, TECHNOLOGY AND ENGINEERING SPATIAL RELATIONSHIPS & ADJACENCIES

## PROGRAM DESCRIPTION

CTE programs at high schools need to be future focused and allow students the opportunity for exploration of careers and work related skills.

Career and Technology Education (CTE) programs within Ector County ISD provide a variety of courses in many career pathways.

### CAREER, TECHNOLOGY AND ENGINEERING (CTE) DIAGRAM



# STUDENT DINING PROGRAM OF SPACES

| CAFETERIA / STUDENT DINING | Qty | SF | Total |
|---|---|---|---|
| Dining | 1 | 13,500 | 13,500 |
| Chair and Table Storage | 1 | 800 | 800 |
| School Store | 1 | 150 | 150 |
| School Store Storage | 1 | 150 | 150 |
| Student Restroom | 2 | 320 | 640 |
| **Subtotal Cafeteria / Student Dining** | | | **15,240** |

| KITCHEN | Qty | SF | Total |
|---|---|---|---|
| Serving | 1 | 4,052 | 4,052 |
| À La Carte / Coffee | 2 | 350 | 700 |
| Pot Wash | 1 | 834 | 834 |
| Managers Office | 1 | 100 | 100 |
| Food Prep | 1 | 750 | 750 |
| Cooking | 1 | 4,052 | 4,052 |
| Utility Room / Custodial | 1 | 75 | 75 |
| Locker Room (Staff) | 1 | 75 | 75 |
| Kitchen Staff Restroom | 1 | 60 | 60 |
| Receiving Area | 1 | 110 | 110 |
| Dry Storage | 1 | 665 | 665 |
| Walk-in Freezer and Walk-in Cooler | 1 | 825 | 825 |
| Disposable Ware and Paper Goods Storage | 1 | 100 | 100 |
| Future Ware Wash | 1 | 150 | 150 |
| Future Tray Return | 1 | 60 | 60 |
| Future Tray and Ware Storage | 1 | 60 | 60 |
| **Subtotal Kitchen** | | | **12,668** |

| ANCILLARY / CUSTODIAL | Qty | SF | Total |
|---|---|---|---|
| Custodial Closet | 7 | 60 | 420 |
| Building Receiving | 1 | 500 | 500 |
| Custodial Storage | 1 | 300 | 300 |
| Outdoor Can Wash | 1 | 40 | 40 |
| Maintenance (2 Staff) | 1 | 150 | 150 |
| Grounds Equipment / Grounds Office Building | 1 | 1,800 | 1,800 |
| **Subtotal Ancillary / Custodial** | | | **3,210** |

| | |
|---|---|
| **TOTAL CAFETERIA / STUDENT DINING / KITCHEN / ANCILLARY / CUSTODIAL** | **31,118** |

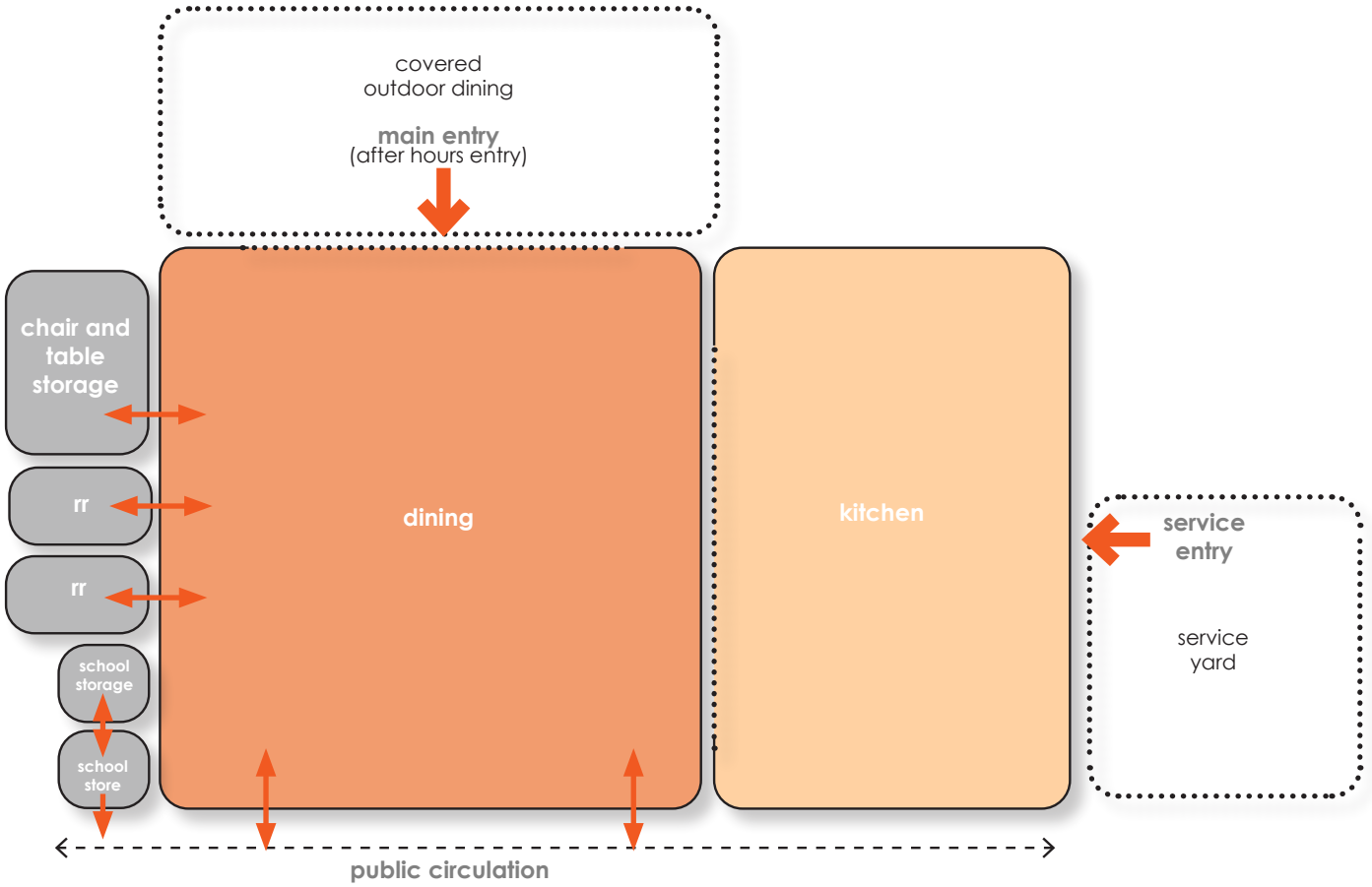
## STUDENT DINING SPATIAL RELATIONSHIPS & ADJACENCIES

### PROGRAM DESCRIPTION

The dining area is a gathering spot for students in the morning as they are dropped off for school and a gathering spot for the community as they watch programs and events. As such, the dining area should be flexible in its arrangement.

Kitchen space includes serving lines, cooking/prep areas, as well as storage and main custodial spaces. Restrooms shall be provided near/adjacent to the dining space. Serving and kitchen spaces should be designed in conjunction with a Food Services Consultant. Stage and chair/table storage are also located within the cafeteria/commons area.

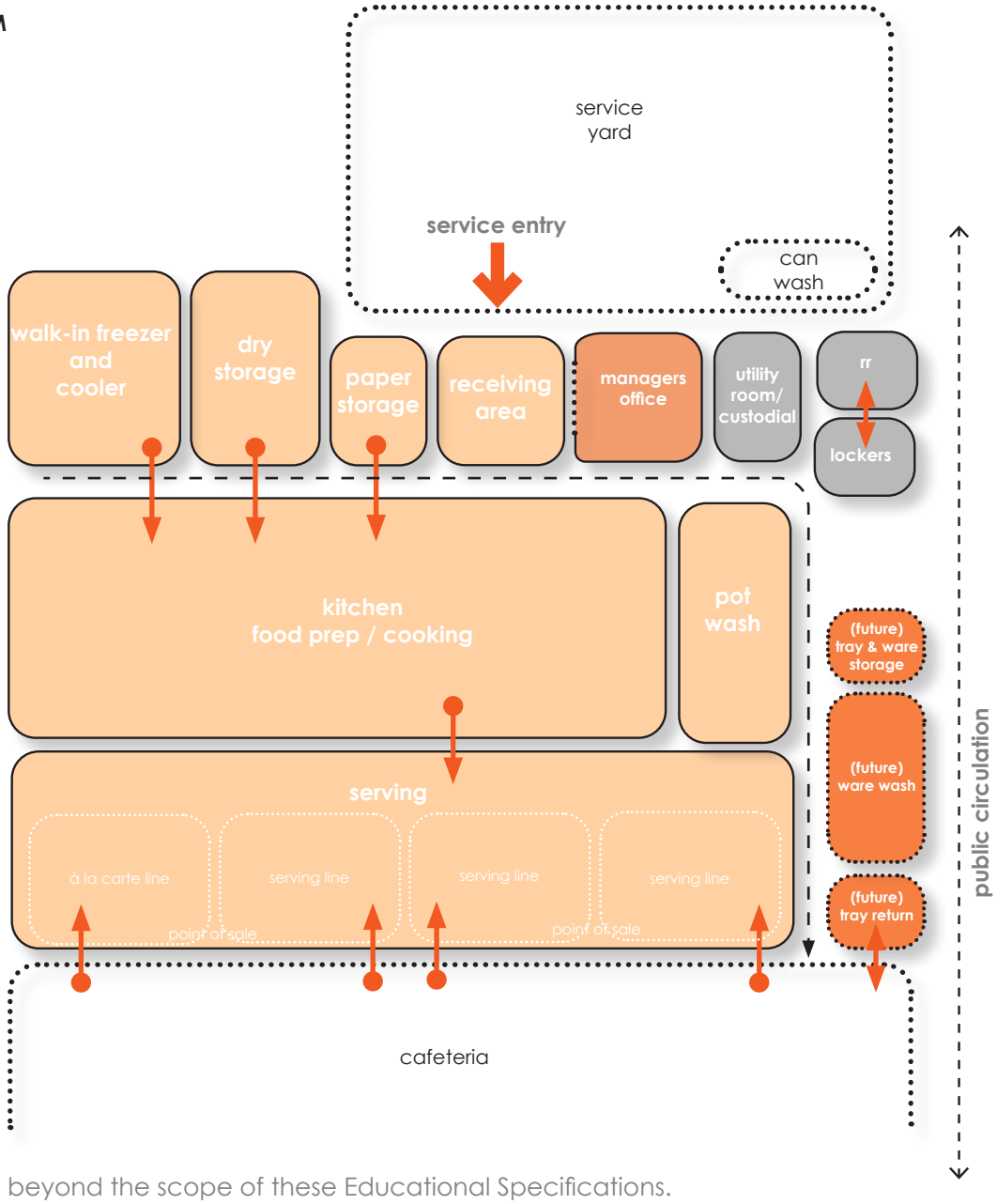
### STUDENT DINING DIAGRAM



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## STUDENT DINING SPATIAL RELATIONSHIPS & ADJACENCIES

### KITCHEN DIAGRAM




NOTES

Kitchen design is beyond the scope of these Educational Specifications.
Notes for the kitchen designer:

1. All disposable serving ware.
2. OFOI digital menu boards (content provided by Nutrislice service).
3. Elevated loading dock not required.
4. Loading doors and storage doors shall be 3'-6" or 4'-0" wide.
5. Kitchen laundry is handled by a service, no washer/dryer required.
6. Include TAS dressing bench in locker vestibule.
7. Manager's office should have two workstations, one for manager and one for computer based training. Built-in furniture is okay.
8. Locate time-clock near loading door, not inside manager's office.
9. Serving line lighting 5000K color temperature.
10. Can wash is used by building custodial, not kitchen staff.
11. Kitchen and serving line flooring is polished concrete. OFOI mats at high slip risk areas.
12. Roof-mounted refrigeration racks for walk-in and reach-in coolers and freezers.

# TECHNOLOGY / POLICE PROGRAM OF SPACES

| TECHNOLOGY | Qty | SF | Total |
|---|---|---|---|
| MDF Room | 1 | 255 | 255 |
| IDF Room | 8 | 60 | 480 |
| Tech Office (Repair Desk, Storage, Project) | 1 | 300 | 300 |
| Device Storage ("Spare" 3%) | 1 | 120 | 120 |
| Network Failover Site | 1 | 255 | 255 |
| **Subtotal Technology** | | | **1,410** |

| POLICE | Qty | SF | Total |
|---|---|---|---|
| Police Vestibule / Waiting | 1 | 80 | 80 |
| Police Processing | 1 | 100 | 100 |
| Police Office | 3 | 120 | 360 |
| Police Office w/ Adjacent Kennel | 2 | 120 | 240 |
| Kennel | 2 | 100 | 200 |
| **Subtotal Police** | | | **980** |
| | | | |
| **TOTAL TECHNOLOGY / POLICE** | | | **2,390** |

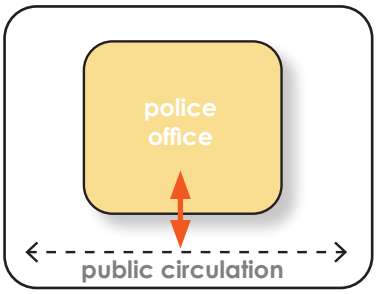


NOTES

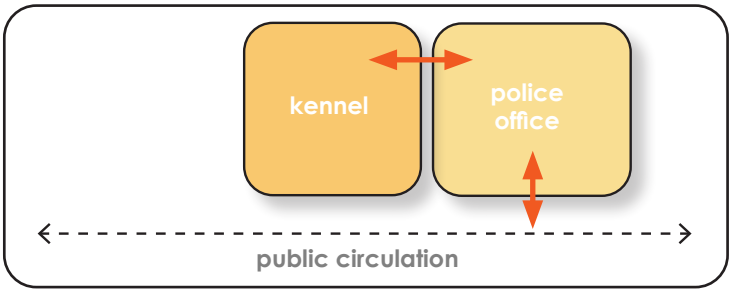
Quantity of IDF rooms may vary depending on the layout of the school.

# TECHNOLOGY / POLICE SPATIAL RELATIONSHIPS & ADJACENCIES

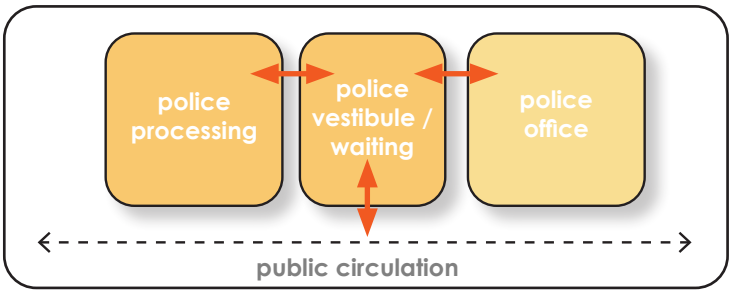
## POLICE DIAGRAM




TYPE 1 PD SUITE (X3)

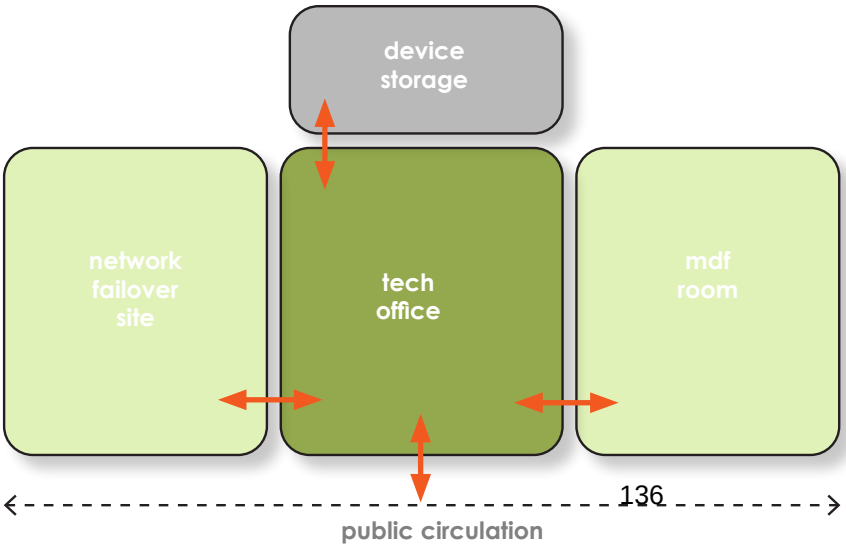


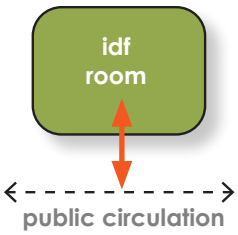

TYPE 2 PD SUITE (X1)




TYPE 3 PD SUITE (X1)

## TECHNOLOGY DIAGRAM




High School

*End of Educational Specifications*

# Appendix

CFCI/OFCI/OFOI Matrix..... 102

Finish Material Matrix..... 106

Elementary School Plans..... E1

Middle School Plans..... M1

High School Plans..... H1

## CFCI/OFCI/OFOI Matrix

| ITEM | PROVIDED BY OWNER | PROVIDED BY CONTRACTOR | REMARKS |
|---|---|---|---|
| **FURNISHINGS** | | | |
| Conference Room Furniture | OFOI | | |
| Classroom Desks / Chairs / Moveable Shelving | OFOI | | |
| Office Furniture / Desks / Moveable Shelving | OFOI | | |
| Furniture in Common Areas | OFOI | | |
| Cafeteria Chairs and Tables | OFOI | | |
| Storage Room Shelving | | CFCI | |
| Library Furniture | OFOI | | |
| Library Shelves | | CFCI | |
| Library Kiosk & Reception Desk | | CFCI | |
| Main Entry Reception Desk | | CFCI | Built-in |
| Tables in Training Room | OFOI | | |
| Portable Risers in Choir & Orchestra | | CFCI | |
| Instrument Storage Cabinets in Band & Orchestra | | CFCI | |
| Chairs in Choir Room | OFOI | | |
| Band & Orchestra Instruments | OFOI | | |
| Band & Orchestra Uniforms | OFOI | | |
| Science Room Casework | | CFCI | |
| Artwork & Graphics | | CFCI | Base scope and allowance |
| **SIGNAGE** | | | |
| Room Signage | | CFCI | |
| Marquee Sign | | CFCI | |
| Interior Wayfinding Signage | | CFCI | |
| Exterior Wayfinding Signage | | CFCI | |
| Site Wayfinding Signage | | CFCI | |
| Building Letters & Building Mounted Signage | | CFCI | |
| **SAFETY EQUIPMENT** | | | |
| Eyewash/Shower Combination | | CFCI | |
| Eyewash Units | | CFCI | |
| Fire Blankets | | CFCI | |
| Goggle Storage Cabinets | | CFCI | |
| Goggle Sterilization Cabinets | | CFCI | |
| 1st Aid Kits and STB Kits | OFOI | | |
| Chemical Storage Cabinet(s) | | CFCI | |
| Flammable Storage Cabinet(s) | | CFCI | |
| AEDs | OFOI | | |
| Fire Extinguishers & Fire Extinguishers Cabinets | | CFCI | |
| **MISCELLANEOUS** | | | |
| Radio Repeating System for First Responders | | CFCI | Pathways in base scope, system by allowance |
| Classroom Books | OFOI | | |
| Library Books | OFOI | | |
| Pots / Pans / Utensils in Kitchen | OFOI | | |
| Permanent Cores & Keying | OFOI | | |

## CFCI/OFCI/OFOI Matrix

| ITEM | PROVIDED BY OWNER | PROVIDED BY CONTRACTOR | REMARKS |
|---|---|---|---|
| **ATHLETIC EQUIPMENT** | | | |
| Score Boards | | CFCI | |
| Baseball | | CFCI | |
| Softball | | CFCI | |
| Football | | CFCI | |
| Gym #1 | | CFCI | |
| Gym #2 | | CFCI | |
| Weight Room Flooring | | CFCI | |
| Wrestling Mats | OFOI | | |
| Weight Room Equipment | OFOI | | |
| Stationary and/or Moveable Equipment Storage | OFOI | | |
| Athletic Equipment & Uniforms | OFOI | | |
| Athletic Field Lighting | | CFCI | |
| Whirlpool(s) | | CFCI | |
| Hydroculator | OFOI | | |
| Commercial Washers & Dryers | | CFCI | |
| **EQUIPMENT** | | | |
| Residential Washers & Dryers (list each location) | | CFCI | |
| Residential Refrigerators (list each location) | | CFCI | |
| Stove & Ovens (list each location) | | CFCI | |
| Dishwashers (list each location) | | CFCI | |
| Microwaves (list each location) | OFOI | | |
| Coffee Makers (list each location) | OFOI | | |
| Kilns | | CFCI | |
| Ice Machines (list each location) | | CFCI | |
| Kitchen | | CFCI | |
| Training Room | | CFCI | |
| Fine Arts Area | | CFCI | |
| Concessions Building | | CFCI | |
| Nurses Office | | CFCI | |
| Reach-in Cooler(s) (list each location) | | | |
| Concession Buildings | OFOI | | |
| Concession Area (near gym) | NA | NA | |
| Vending Machines (list each location) | OFOI | | |
| Book Detection Equipment | NA | NA | |
| Playground Equipment | OFOI | | |
| **SHOP EQUIPMENT** | | | |
| Paint Booth | NA | NA | |
| Dust Collection Ductwork | | CFCI | |
| Dust collector | | CFCI | |
| Compressed Air System | | CFCI | |
| Welding Station Partitions | | CFCI | |
| Torch Cutting Stations | NA | NA | |
| Shop Equipment, Saws, Drills, etc. | OFOI | | |
| Auto Lifts | NA | NA | |
| Electric Hoist with Festoon System | | CFCI | |
| Welding Equipment, Portable Welding Screens, other Specialty Equipment | OFOI | | |

## CFCI/OFCI/OFOI Matrix

| ITEM | PROVIDED BY OWNER | PROVIDED BY CONTRACTOR | REMARKS |
|---|---|---|---|
| **A/V EQUIPMENT** | | | |
| Flat Panel Displays (not interactive) | OFOI | | |
| Interactive Display Screen & Mount | | CFCI | |
| Projectors | | CFCI | |
| TV & Projector Mounts w/ Power and Data | | CFCI | |
| **TECHNOLOGY EQUIPMENT** | | | |
| Intercom System | | CFCI | |
| Access Control System | | CFCI | |
| Access Control Cards, Badges, Fobs | OFOI | | |
| Security / Intrusion Detection System | | CFCI | |
| CCTV Cameras & Head End Equipment | OFOI | | |
| CCTV Rough-in & Cabling | | CFCI | |
| CATV Head End & Distribution Equipment | NA | NA | |
| Computers - Desktop & Laptop | OFOI | | |
| Phone Instruments (list locations) | OFOI | | |
| Patch cord for each device (Phones, Computers) | | CFCI | |
| Copiers | OFOI | | |
| Fax Machines | OFOI | | |
| Network Cabling | | CFCI | |
| Network Servers | OFOI | | |
| Network UPS system(s) | OFOI | | |
| Network Racks & Grounding | | CFCI | |
| Phone Switch (VoIP, other) | OFOI | | |
| Wireless Network - Cabling | | CFCI | |
| Wireless Network Devices - WAPs | OFOI | | |
| Sound & Video Recording/Production Equipment | OFOI | | |
| **LOCAL SOUND SYSTEMS** | | | |
| Competition Gymnasium | | CFCI | |
| Practice Gymnasium | | CFCI | |
| Dance Gymnasium | | CFCI | |
| Gymnastics Gymnasium | | CFCI | |
| Band | | CFCI | |
| Choir | | CFCI | |
| Orchestra | | CFCI | |
| Black Box | | CFCI | |
| Cafeteria | | CFCI | |
| Football Field | | CFCI | |
| Baseball Field | | CFCI | |
| Softball Field | | CFCI | |
| Lecture Halls | NA | NA | |
| Conference Rooms | NA | NA | |

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# FINISH MATERIAL MATRIX

| ADMINISTRATION | WALLS | FLOOR | CEILING | |
|---|---|---|---|---|
| Entry Vestibule | Impact Resistant | Resilient Flooring | 2x2 Acoustic Tile | |
| Reception | Impact Resistant | Resilient Flooring | 2x2 Acoustic Tile | |
| Office | Painted Gypsum Board | Carpet | 2x2 Acoustic Tile | |
| Conference Room | Painted Gypsum Board | Carpet | 2x2 Acoustic Tile | |
| Work Room | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Vault | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Storage | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Restrooms | Tile | Tile | Painted Gypsum Board | |
| Corridors | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Clinic | Painted Gypsum Board | Tile | 2x2 Acoustic Tile | |
| Wellness | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |

| LIBRARY / MEDIA CENTER | WALLS | FLOOR | CEILING | |
|---|---|---|---|---|
| Library / Media Center | Painted Gypsum Board | Carpet | 2x2 Acoustic Tile | |
| Digital Learning Lab | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Broadcast / Green Screen | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Maker Space | Impact Resistant | Resilient Flooring | 2x2 Acoustic Tile | |

| GENERAL ACADEMICS | WALLS | FLOOR | CEILING | |
|---|---|---|---|---|
| Classrooms | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Science Labs | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Science Prep Rooms | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Science Chemical / Flammable Sto. | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Computer Lab | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Multi Purpose (LGI) | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| PLC | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| ISS Classroom | Impact Resistant | Resilient Flooring | 2x2 Acoustic Tile | |
| Grade Level Commons | Impact Resistant | Resilient Flooring | 2x2 Acoustic Tile | |
| Corridors | Impact Resistant | Resilient Flooring | 2x2 Acoustic Tile | |

| SPECIAL EDUCATION | WALLS | FLOOR | CEILING | |
|---|---|---|---|---|
| Specialized Classrooms | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Behavior / Restart Room | Impact Resistant | Resilient Flooring | 2x2 Acoustic Tile | |
| Utility Room | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Kitchenette | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| OT-PT Motor Lab | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Therapy Testing | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Evaluation Room | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |
| Resource Room | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile | |

| FINE ARTS | WALLS | FLOOR | CEILING | |
|---|---|---|---|---|
| Auditorium | Impact Resistant | Carpet / Concrete | Varies | |
| Stage | Painted CMU | Sprung Stained Wood | Gridiron | |
| Lobby | Impact Resistant | Resilient Flooring | Varies | |
| Concessions | Impact Resistant | Resilient Flooring | 2x2 Acoustic Tile | |
| Control Booth | Impact Resistant | Carpet | Open to PAC House | |
| Black Box | Painted CMU | Sprung HDF | 2x2 Acoustic Tile | |
| Stage Shop | Painted CMU | Concrete | 2x2 Acoustic Tile | |
| Art Lab | Painted CMU | Concrete | 2x2 Acoustic Tile | |
| Kiln | Painted CMU | Concrete | 2x2 Acoustic Tile | |
| Band Hall | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile | Coordinate acoustic wall panels and ceiling diffusers with acoustic consultant |
| Instrument Storage | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile | |
| Uniform Storage | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile | |
| Music Library | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile | |
| Ensemble | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile | Coordinate acoustic wall panels and ceiling diffusers with acoustic consultant |
| Percussion | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile | Coordinate acoustic wall panels and ceiling diffusers with acoustic consultant |
| Band Workroom (Instrument Repair) | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile | |
| Choir Hall | Painted CMU | Carpet | 2x2 Acoustic Tile | Coordinate acoustic wall panels and ceiling diffusers with acoustic consultant |
| Choir Ensemble | Painted CMU | Carpet | 2x2 Acoustic Tile | Coordinate acoustic wall panels and ceiling diffusers with acoustic consultant |
| Practice Rooms | Painted CMU | Carpet | 2x2 Acoustic Tile | Coordinate acoustic wall panels and ceiling diffusers with acoustic consultant |
| Dance | Painted CMU | Sprung Wood | Exposed Painted Structure | |
| ROTC Firing Range | Painted CMU | Concrete | 2x2 Acoustic Tile | |

# FINISH MATERIAL MATRIX

| ATHLETICS / PHYSICAL EDUCATION | WALLS | FLOOR | CEILING |
|---|---|---|---|
| Elementary Gymnasium | Painted CMU | Gerflor REC 45 | Exposed Painted Structure |
| Secondary Gymnasium | Painted CMU | Wood Athletic Floor | Exposed Painted Structure |
| Gymnastics Gymnasium | Painted CMU | | Exposed Painted Structure |
| Laundry | Painted CMU | Concrete | Painted Gypsum Board |
| Concessions Dining | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile |
| Training Room | Painted CMU | Concrete | 2x2 Acoustic Tile |
| Weight Room | Painted CMU | Rubber Floor | Exposed Painted Structure |
| Coaches Office | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile |
| Showers | Tile | Tile | Painted Gypsum Board |
| P.E. and Athletic Locker Rooms | Painted CMU | Concrete | Painted Gypsum Board |

| CTE AREA | WALLS | FLOOR | CEILING |
|---|---|---|---|
| CTE Classroom | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile |
| CTE Flex Lab | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile |
| CTE Industrial Lab | Painted CMU | Concrete | Exposed Painted Structure |
| Culinary Arts Kitchen | Tile | Concrete | 2x2 Washable Tile |
| Culinary Arts Dining | Painted Gypsum Board | Carpet | 2x2 Acoustic Tile |

| CAFETERIA / STUDENT DINING | WALLS | FLOOR | CEILING |
|---|---|---|---|
| Dining | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile |
| School Store | Painted CMU | Resilient Flooring | 2x2 Acoustic Tile |
| Kitchen | Tile | Concrete | 2x2 Washable Tile |
| Serving | Tile | Tile | 2x2 Washable Tile |
| À La Carte / Coffee | Tile | Tile | 2x2 Washable Tile |
| Utility | Painted CMU | Concrete | 2x2 Washable Tile |
| Locker | Painted CMU | Concrete | 2x2 Washable Tile |
| Receiving | Painted CMU | Concrete | 2x2 Washable Tile |
| Dry Storage | Tile | Concrete | 2x2 Washable Tile |
| Walk-in Freezer / Walk-in Cooler | Factory Metal | Tile | Factory Metal |

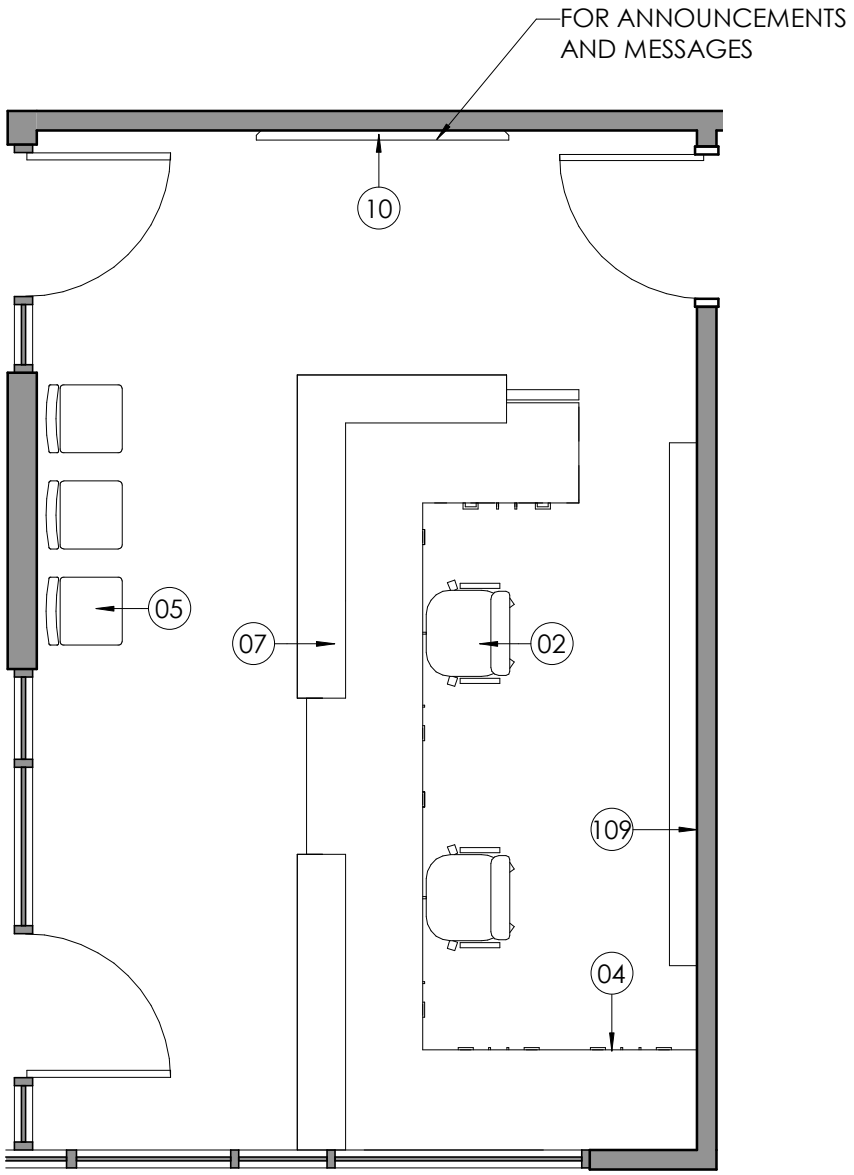
| ANCILLARY / CUSTODIAL | WALLS | FLOOR | CEILING |
|---|---|---|---|
| Custodial | Painted Gypsum Board | Concrete | 2x2 Washable Tile |
| Custodial Storage | Painted Gypsum Board | Concrete | 2x2 Acoustic Tile |
| Maintenance Office | Painted Gypsum Board | Concrete | 2x2 Acoustic Tile |
| MDF/IDF Room | Painted Gypsum Board | Concrete | Exposed Painted Structure |
| Tech Office | Painted Gypsum Board | Resilient Flooring | 2x2 Acoustic Tile |
| Network Failover Site | Painted Gypsum Board | Concrete | Exposed Painted Structure |
| Police Office | Painted Gypsum Board | Resilient Flooring | Exposed Painted Structure |
| Police Vestibule | Painted Gypsum Board | Resilient Flooring | Exposed Painted Structure |
| Police Processing | Impact Resistant | Resilient Flooring | Painted Gypsum Board |
| Kennel | Impact Resistant | Concrete | 2x2 Washable Tile |
| Electrical | Painted Gypsum Board | Concrete | Exposed Painted Structure |
| Mechanical | Painted Gypsum Board | Concrete | Exposed Painted Structure |
| Fire Sprinkler Riser Room | Painted Gypsum Board | Concrete | Exposed Painted Structure |
| Domestic Water Riser Room | Painted Gypsum Board | Concrete | Exposed Painted Structure |

**Notes**

Materials shown are a minimum standard and are not intended to limit the design options.

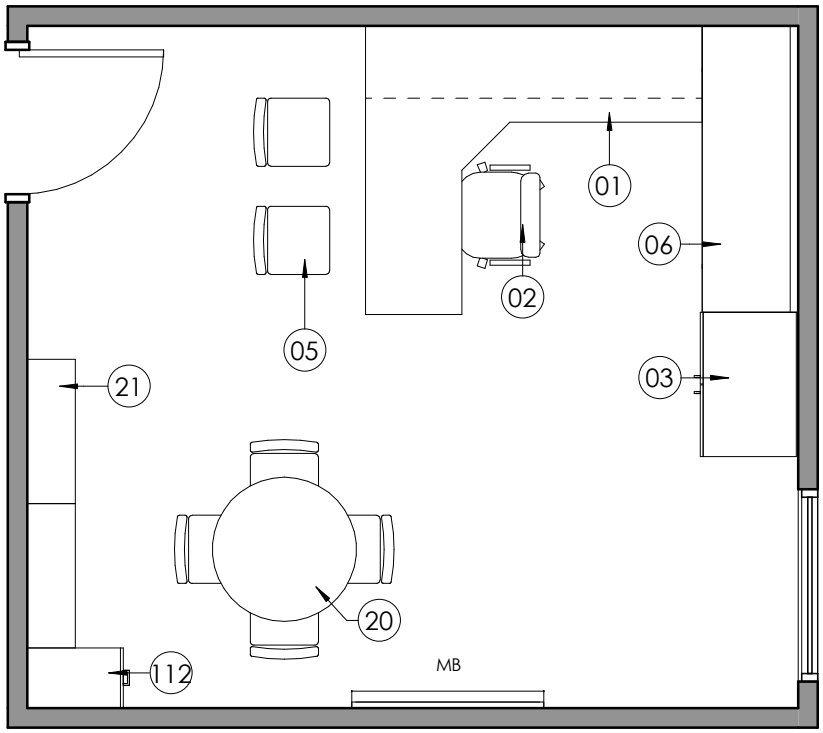
Impact Resistant can be painted CMU or Gypsum Board with applied tile or panel system

Avoid using VCT flooring



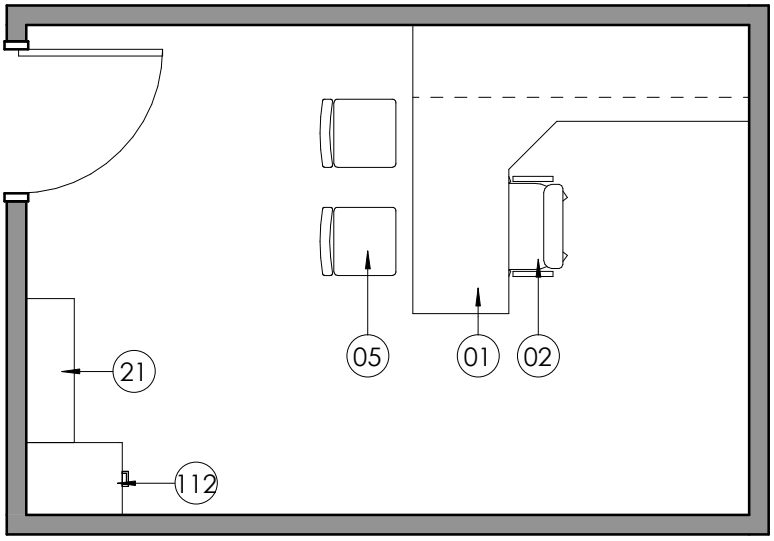

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| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 04 | CABINET |
| 05 | GUEST CHAIR |
| 07 | RECEPTION DESK |
| 10 | FLAT PANEL DISPLAY |
| 109 | SCHOOL SIGN / GRAPHICS |



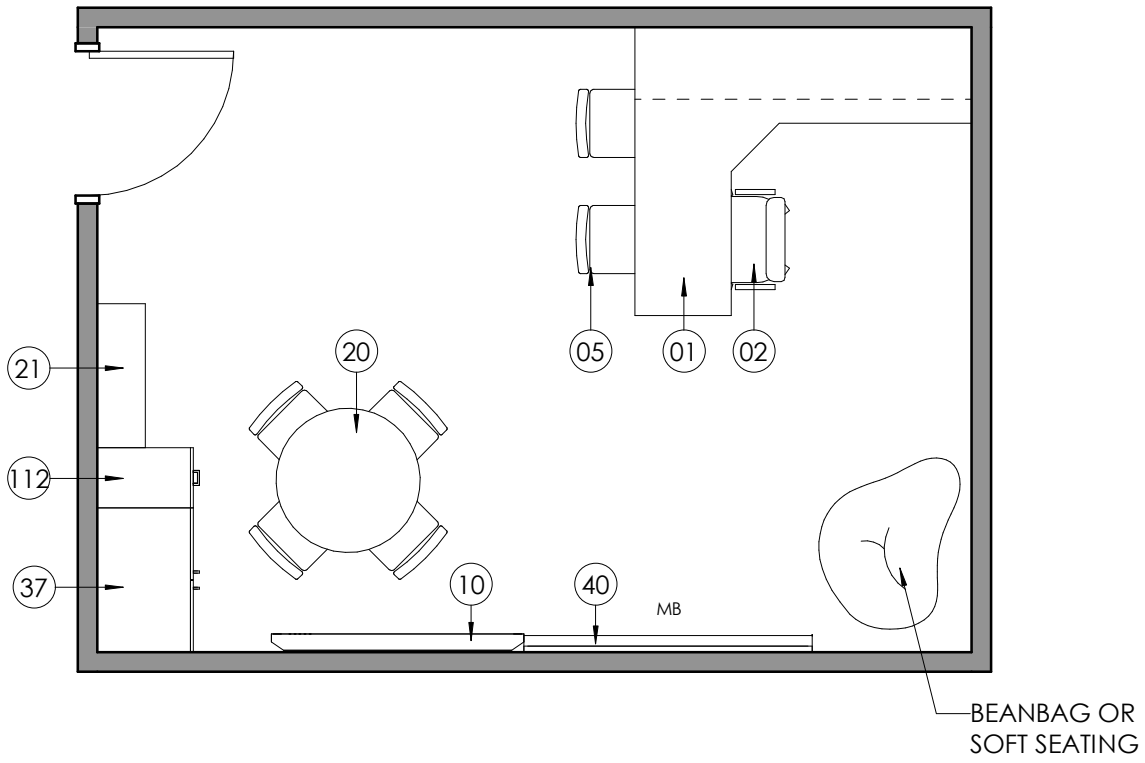

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| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 03 | WARDROBE |
| 05 | GUEST CHAIR |
| 06 | CREDENZA |
| 20 | TABLE AND CHAIRS |
| 21 | BOOKCASE |
| 112 | FILE CABINET |




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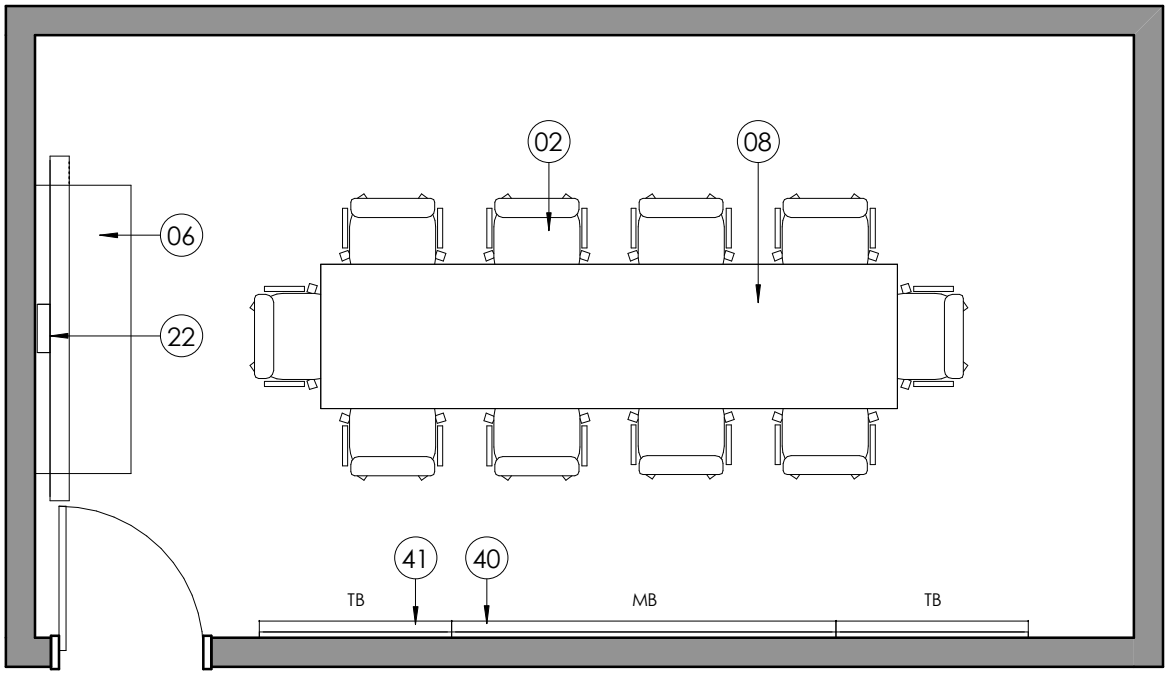
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 21 | BOOKCASE |
| 112 | FILE CABINET |




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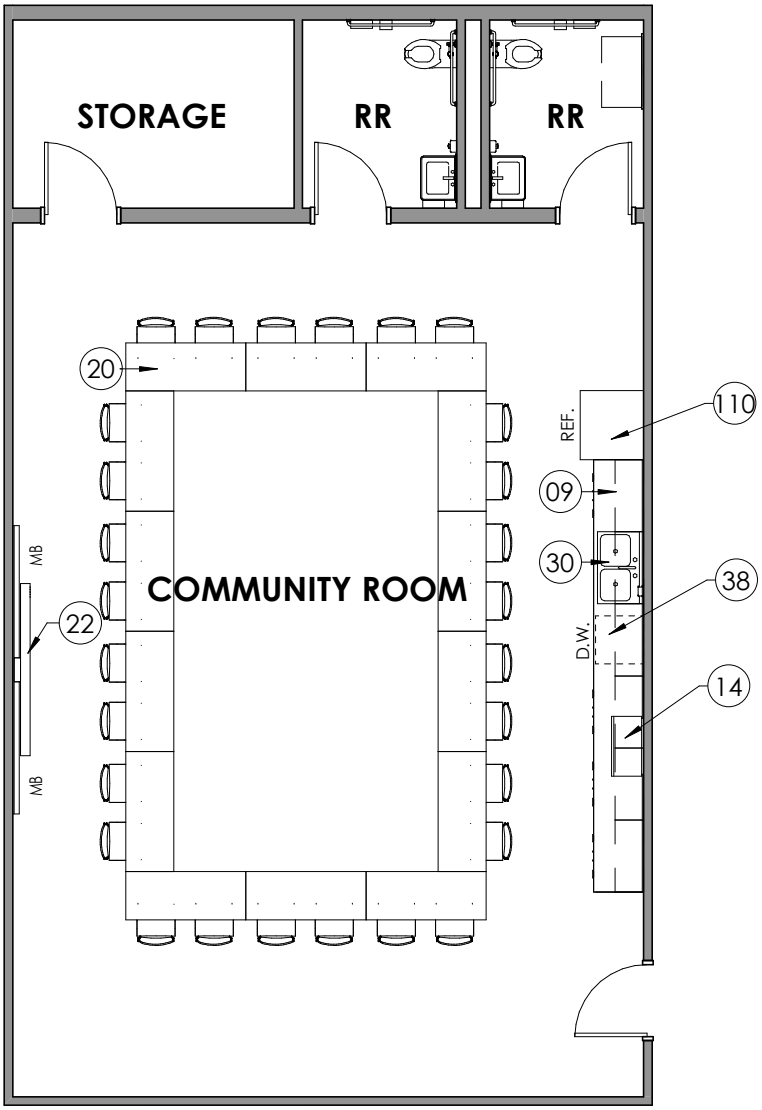
1. Acoustic privacy.
2. Space for four or five student small group meetings.
3. Calm space.
4. Storage for toys, sand tray, art supplies, other manipulatives.
5. Lighting: Dimmable, warm color temperature.
6. Flat panel display to share PowerPoint or other presentatipn.
7. Conference rooms are not conducive to counseling.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 10 | FLAT PANEL DISPLAY |
| 20 | TABLE AND CHAIRS |
| 21 | BOOKCASE |
| 37 | TALL STORAGE |
| 40 | MARKERBOARD |
| 112 | FILE CABINET |



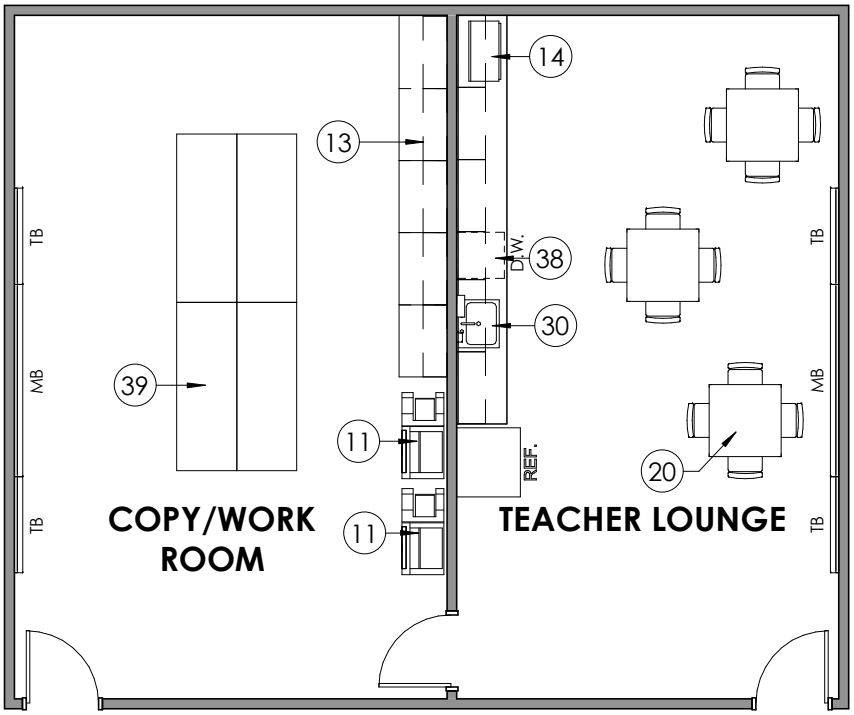

149

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 06 | CREDENZA |
| 08 | CONFERENCE TABLE |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |




150

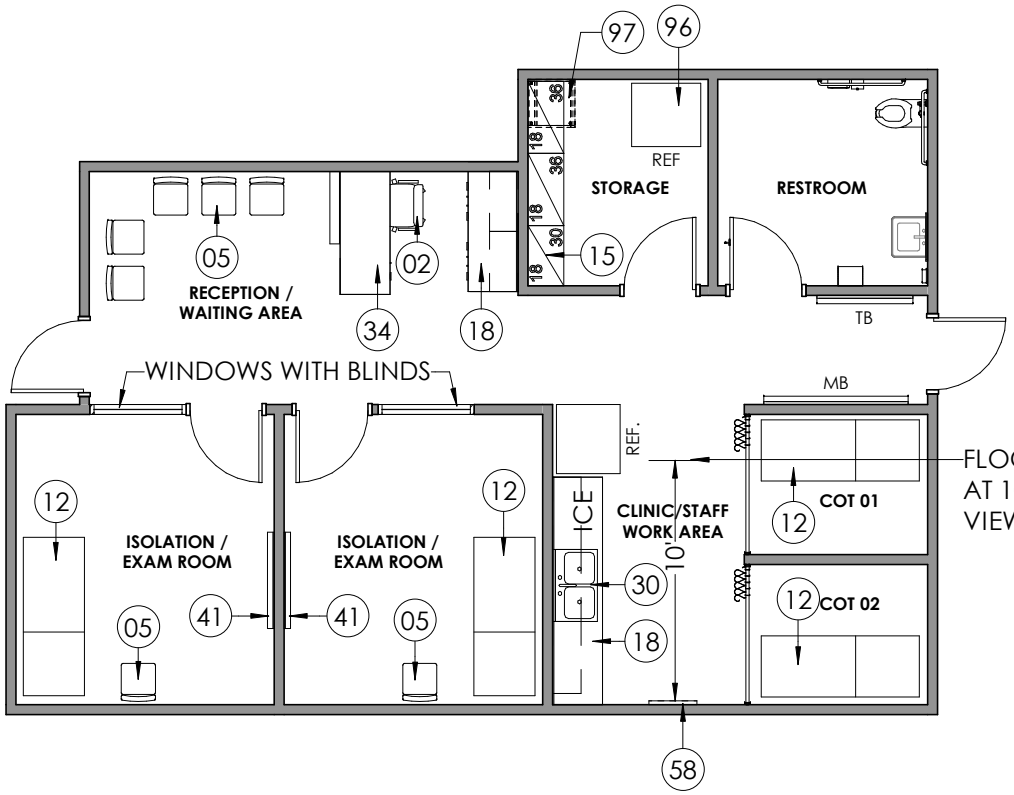
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 14 | MICROWAVE |
| 20 | TABLE AND CHAIRS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 30 | ACCESSIBLE SINK |
| 38 | DISHWASHER |
| 110 | REFRIGERATOR WITH ICE MAKER |




151

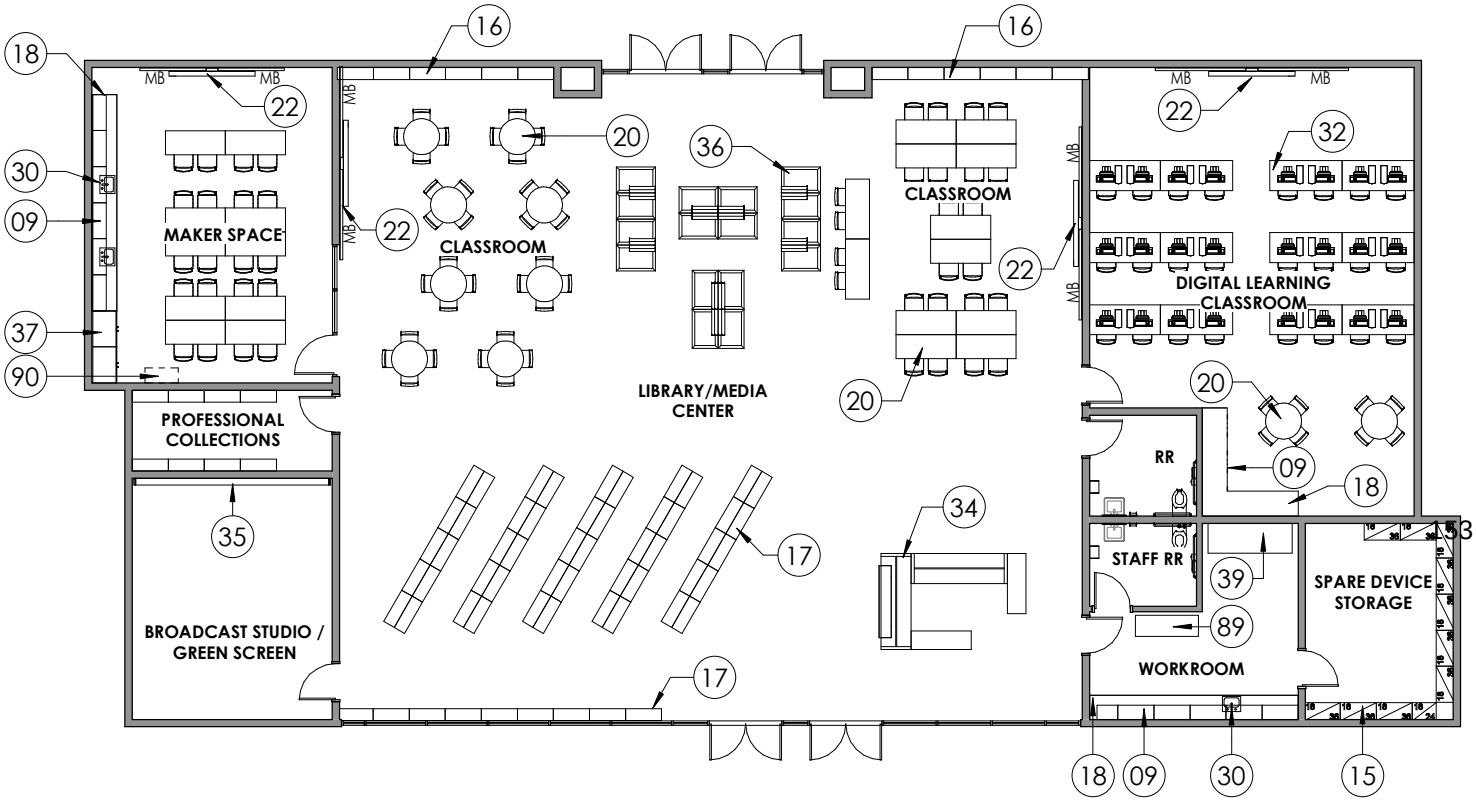
Locate staff restrooms inside Teacher Lounge.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 11 | COPY MACHINE |
| 13 | MAIL SLOTS |
| 14 | MICROWAVE |
| 20 | TABLE AND CHAIRS |
| 30 | ACCESSIBLE SINK |
| 38 | DISHWASHER |
| 39 | WORK TABLE |




1. All locking cabinets, some tote trays.
2. Eye chart with 10' viewing distance / distance indicator.
3. Trauma "STB" Stop The Bleeding Kit.

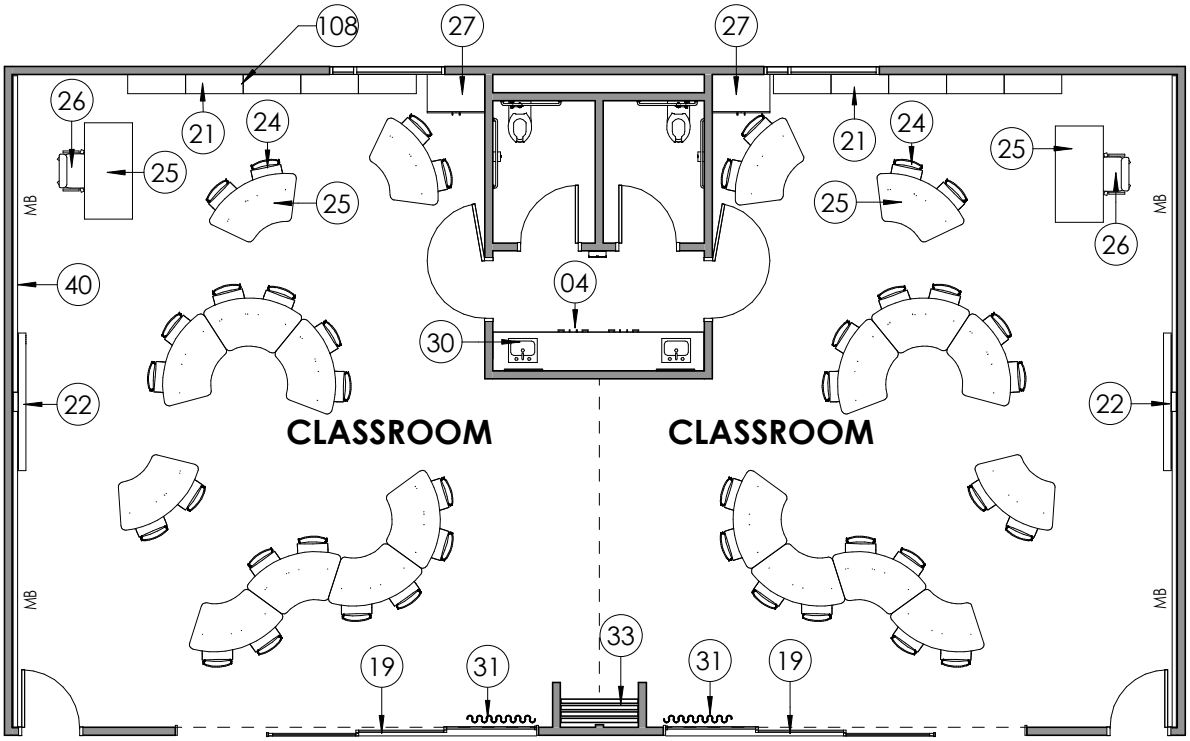
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 12 | COT |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 30 | ACCESSIBLE SINK |
| 34 | CIRCULATION DESK |
| 41 | TACKBOARD |
| 58 | EYE CHART |
| 96 | SECURE MEDICATION FRIDGE |
| 97 | SHOT CLINIC FREEZER, OFOI |




1. BYOD charging stations.
2. Two computer or iPad stations for student use.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 16 | TALL LIBRARY SHELF |
| 17 | SHORT MOBILE LIBRARY SHELF |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 30 | ACCESSIBLE SINK |

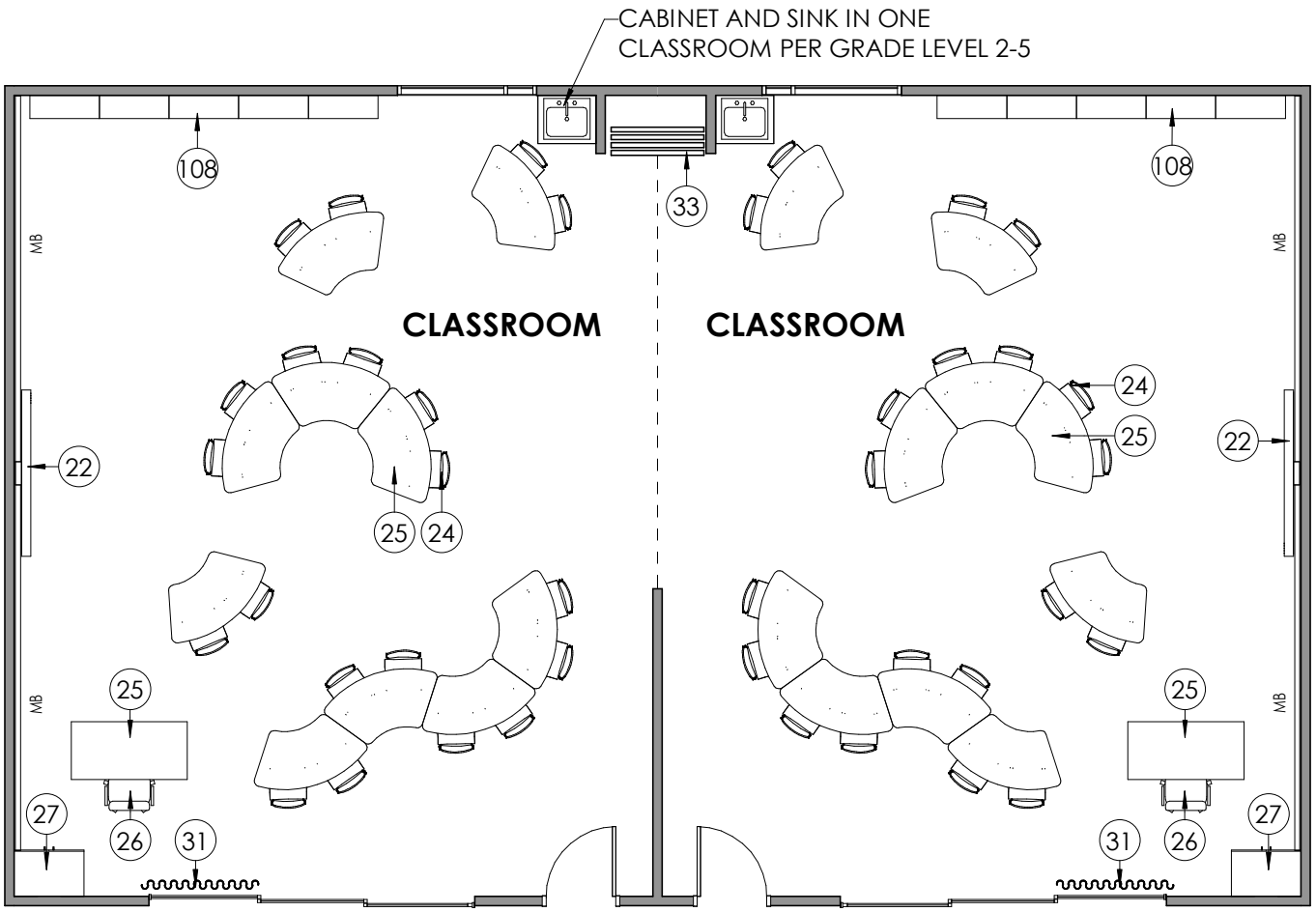
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 32 | COMPUTER DESK |
| 34 | CIRCULATION DESK |
| 35 | GREEN SCREEN |
| 36 | FURNITURE |
| 37 | TALL STORAGE |
| 39 | WORK TABLE |
| 89 | LAMINATOR,OFOI |
| 90 | POWER FOR OF EQUIP |




154

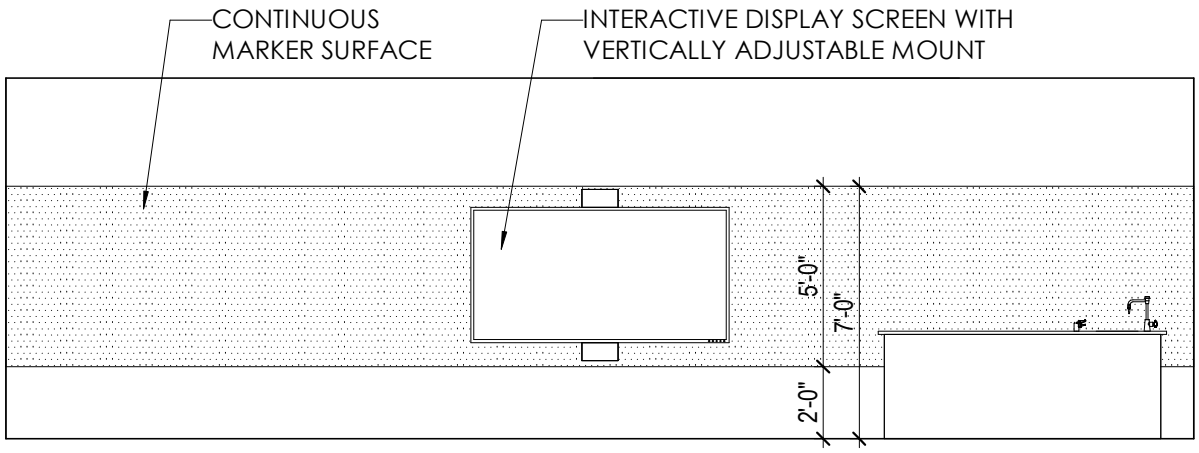
1. BYOD charging stations (not fixed, relocatable).
2. Provide 22 Student cubbies with hooks.
3. Pre-K and K provide space for seven centers.
4. No emergency call buttons. Teacher phone to be used for emergency communication.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 04 | CABINET |
| 19 | SLIDING DOOR |
| 21 | BOOKCASE |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 31 | PRIVACY CURTAIN |
| 33 | FOLDING PARTITION |
| 40 | MARKERBOARD |
| 108 | CUBBIES |



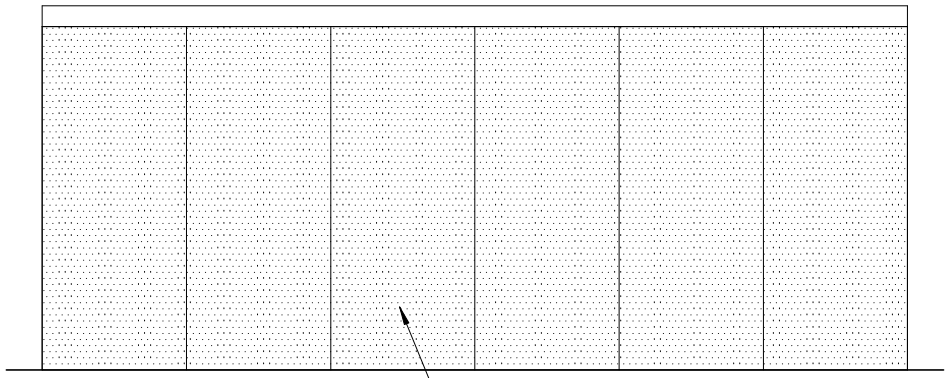

1. BYOD charging stations (not fixed, relocatable).
2. Provide 26 Student cubbies with hooks.
3. Pre-K and K provide space for seven centers.
4. No emergency call buttons. Teacher phone to be used for emergency communication.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 31 | PRIVACY CURTAIN |
| 33 | FOLDING PARTITION |
| 108 | CUBBIES |




TYPICAL TEACHING WALL

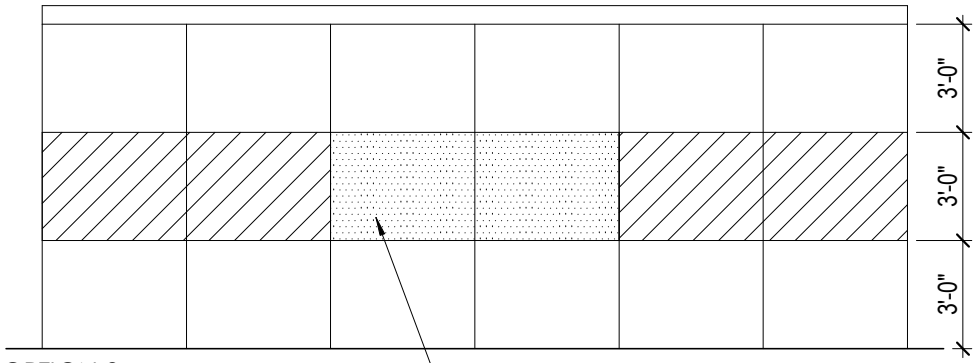
156



OPTION 1

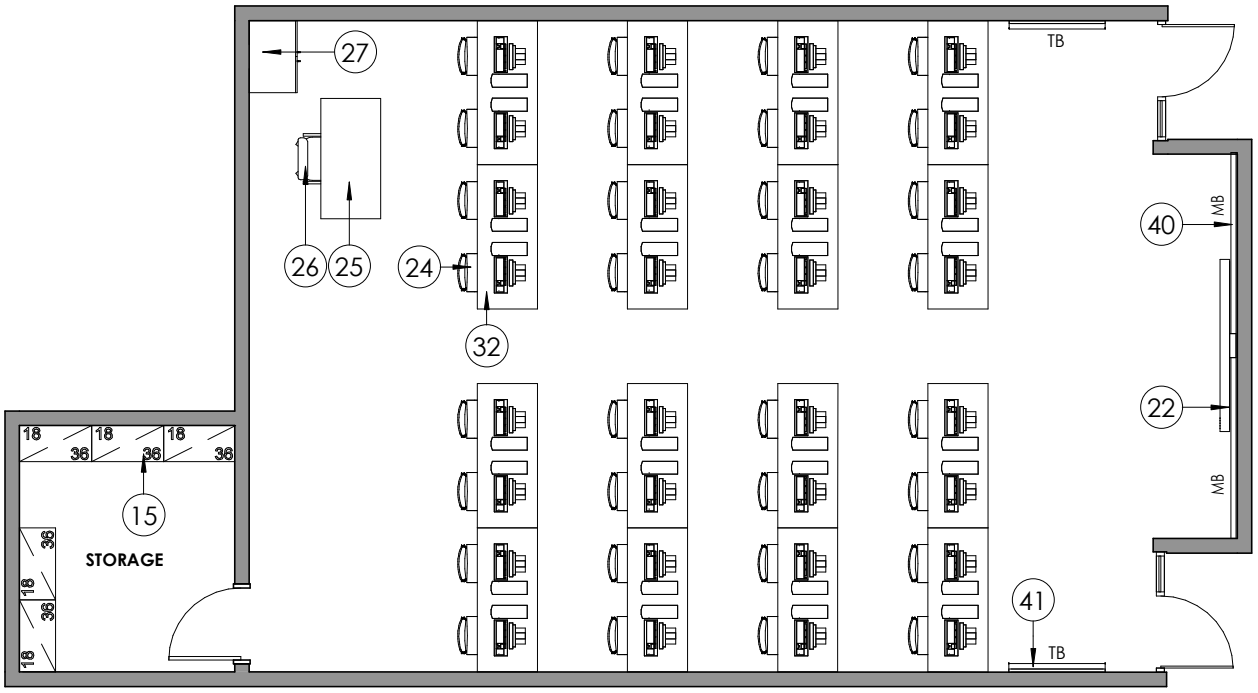
CONTINUOUS MAGNETIC, MARKER SURFACE, TOP TO BOTTOM

157



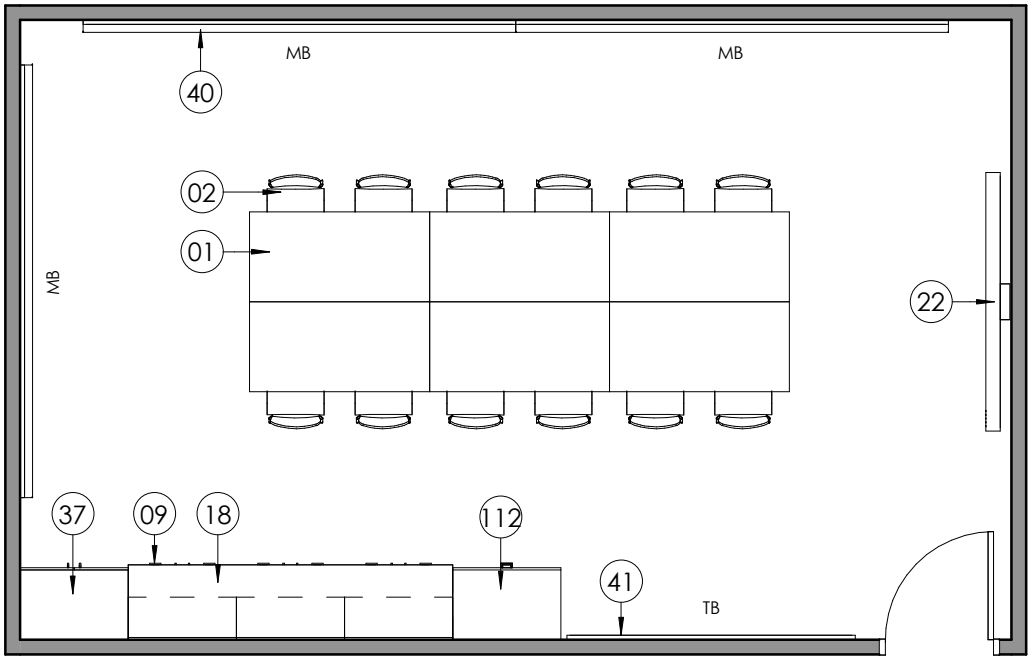

OPTION 2

SURFACE MAY VARY BY PANEL AND BY SIDE:
MARKER SURFACE
TACK SURFACE
VINYL
OTHER



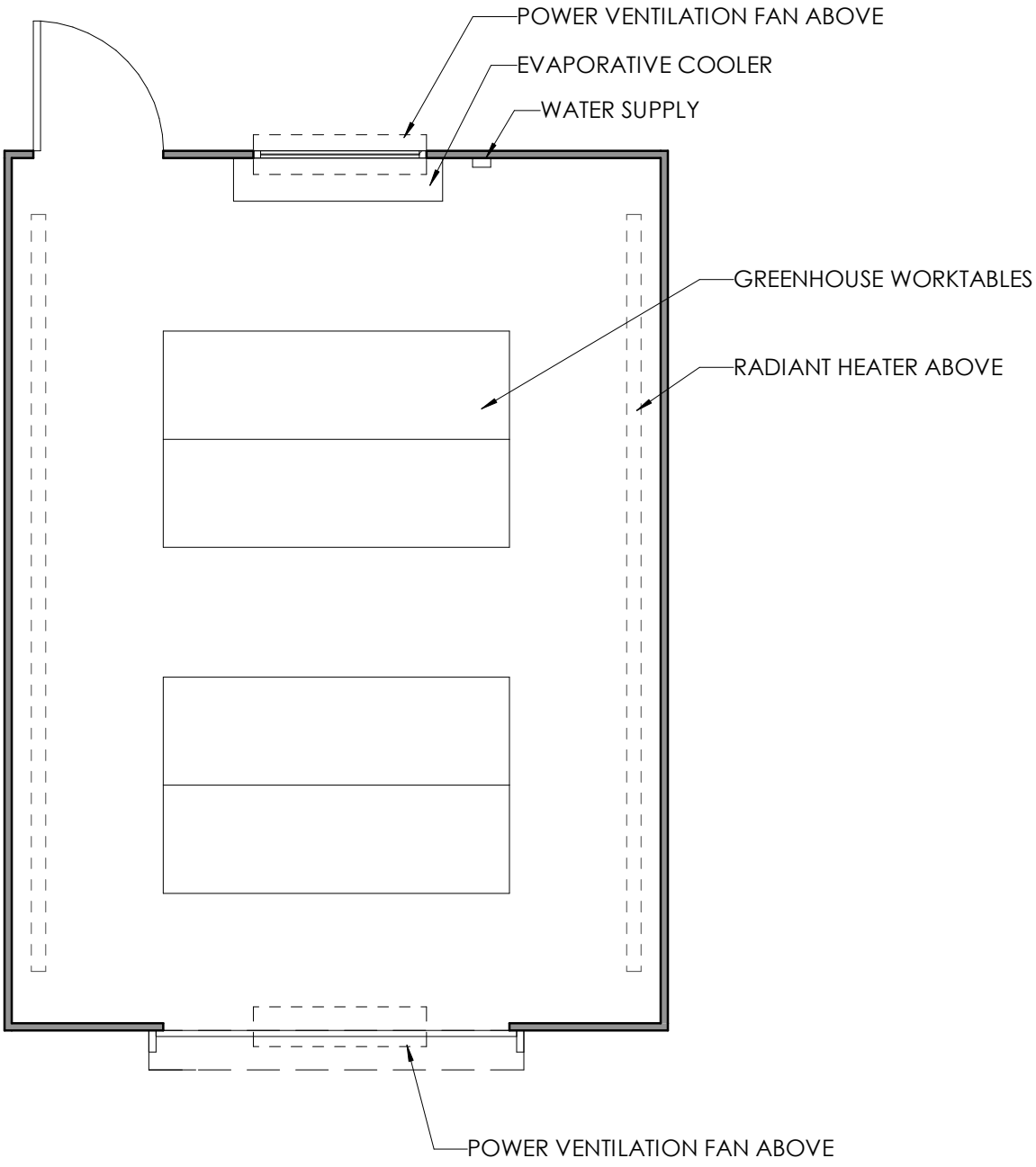

158

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 15 | METAL SHELVES |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 32 | COMPUTER DESK |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |

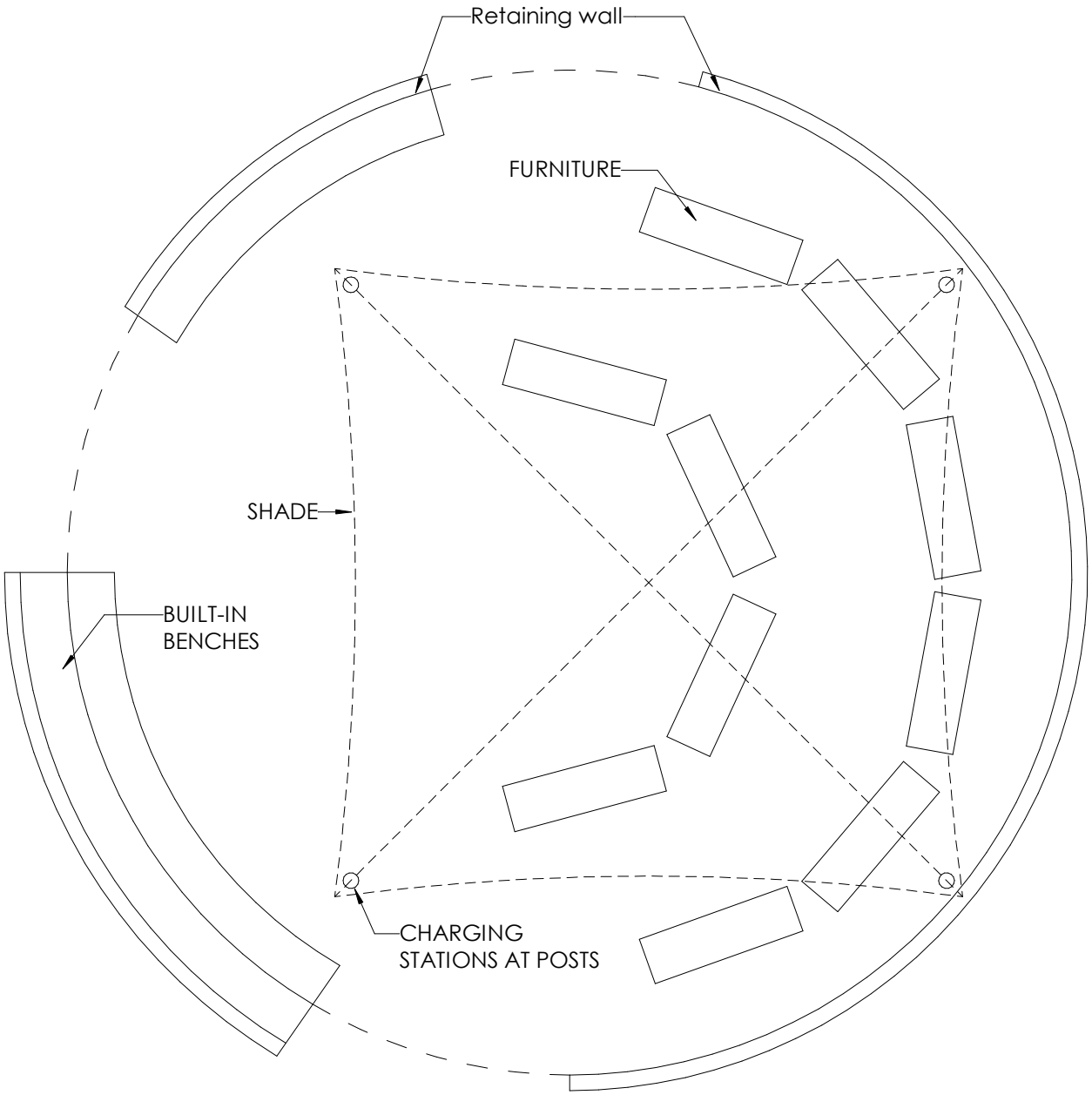



159

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 37 | TALL STORAGE |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |
| 112 | FILE CABINET |

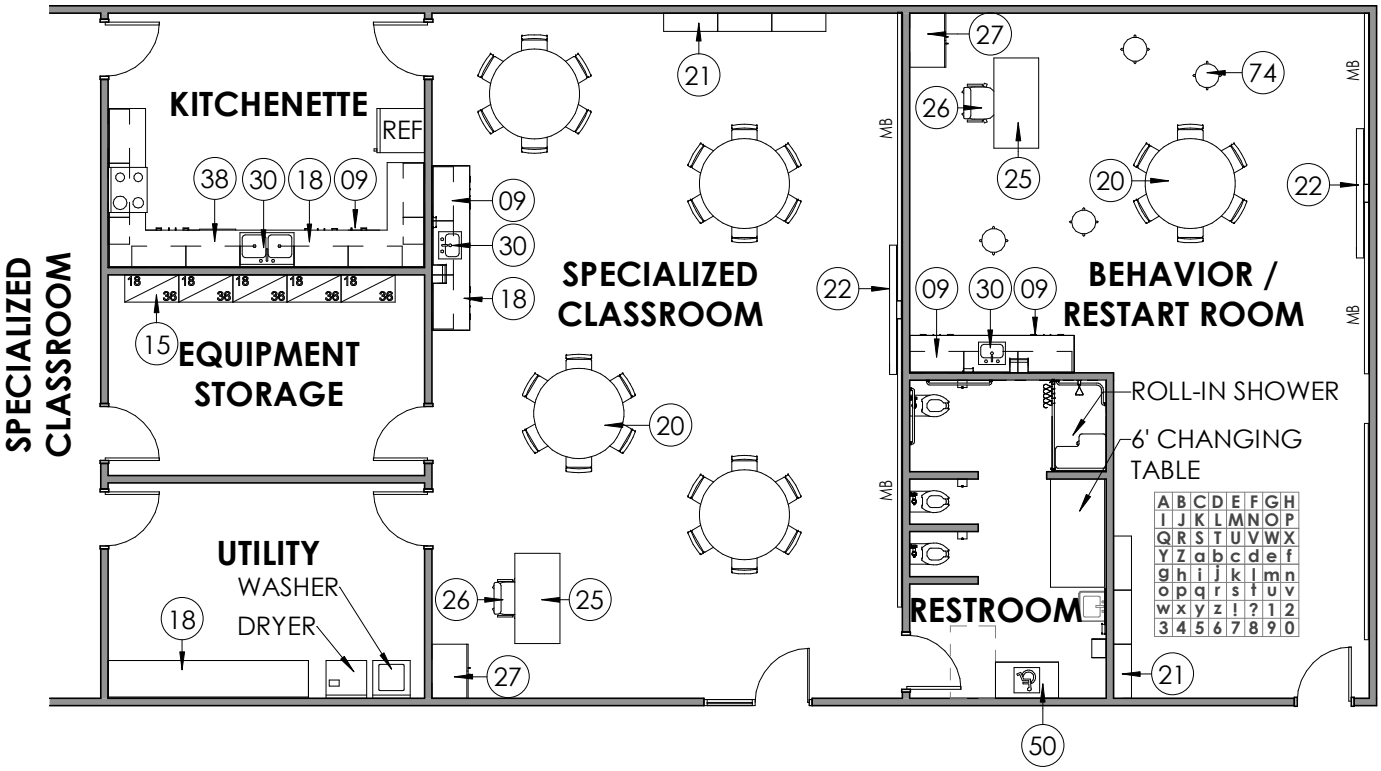

POWER VENTILATION FAN ABOVE
EVAPORATIVE COOLER
WATER SUPPLY
GREENHOUSE WORKTABLES
RADIANT HEATER ABOVE
POWER VENTILATION FAN ABOVE

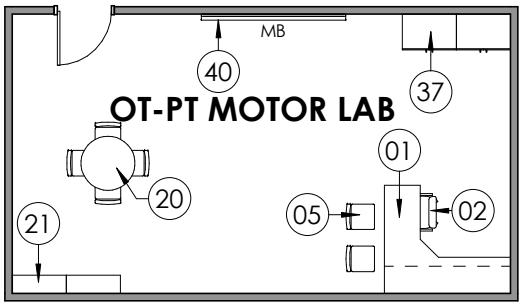
160




161

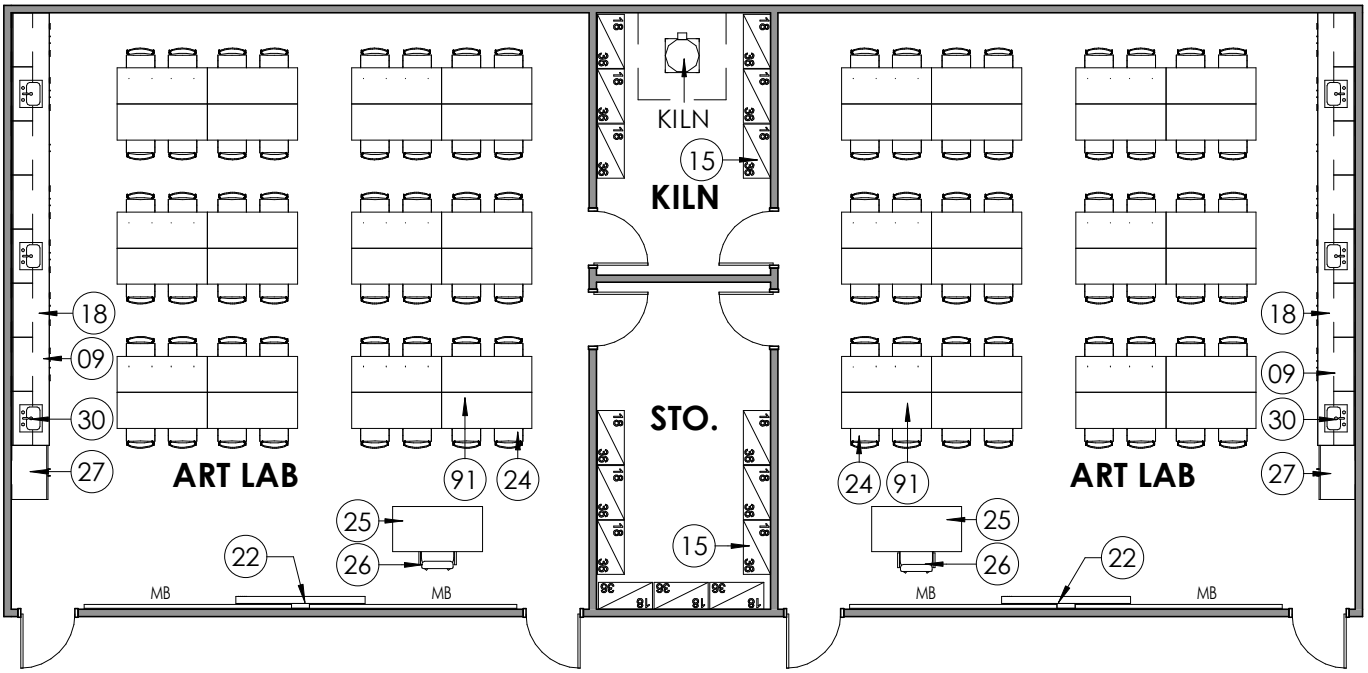
1. Shade
2. Fixed seating
3. Mobile tables and seating
4. Charging stations
5. Secura area (courtyard, screen wall, or fence




| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 21 | BOOKCASE |
| 22 | INTERACTIVE DISPLAY SCREEN |

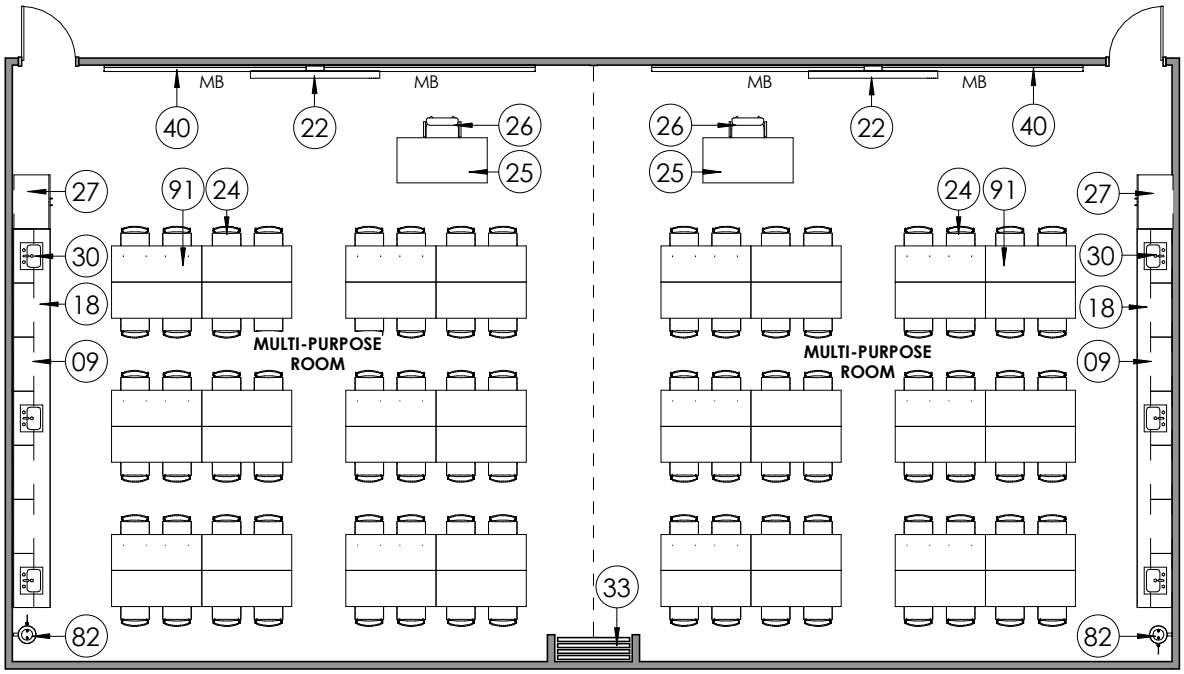
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 38 | DISHWASHER |
| 40 | MARKERBOARD |
| 50 | ACCESSIBLE BENCH |
| 74 | STOOL |




163

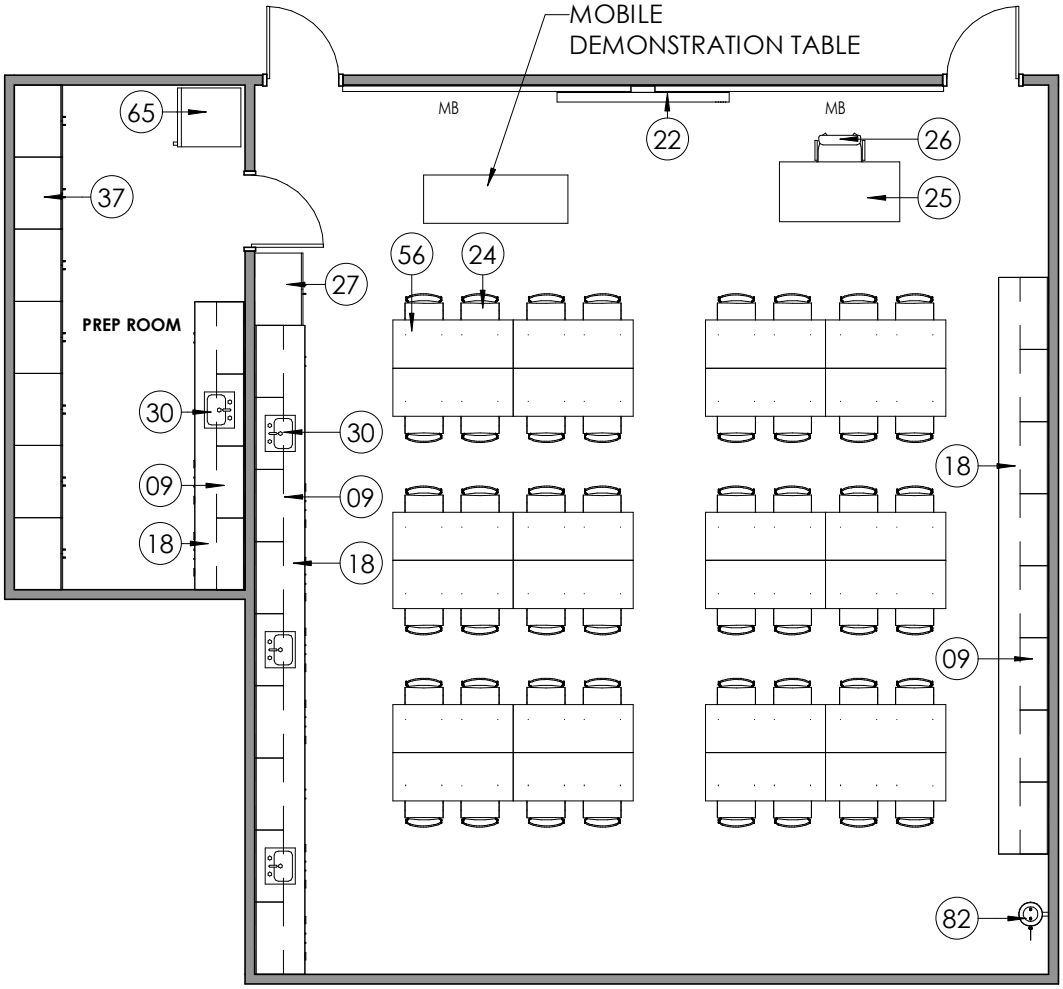
Provide drying racks

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 91 | ART TABLE |

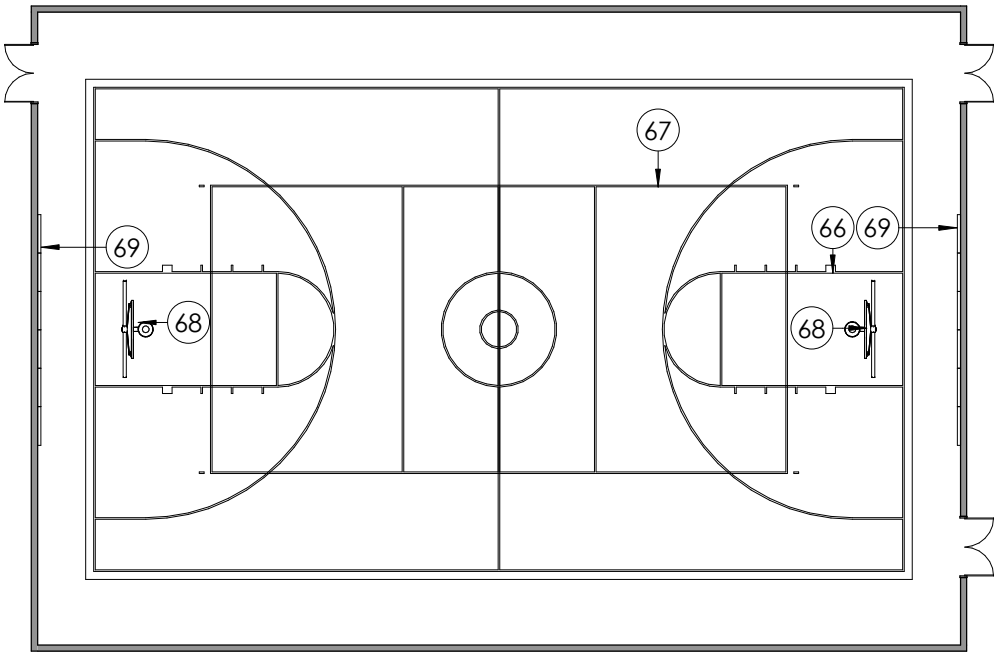



164

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 33 | FOLDING PARTITION |
| 40 | MARKERBOARD |
| 82 | EMERGENCY EYEWASH |
| 91 | ART TABLE |



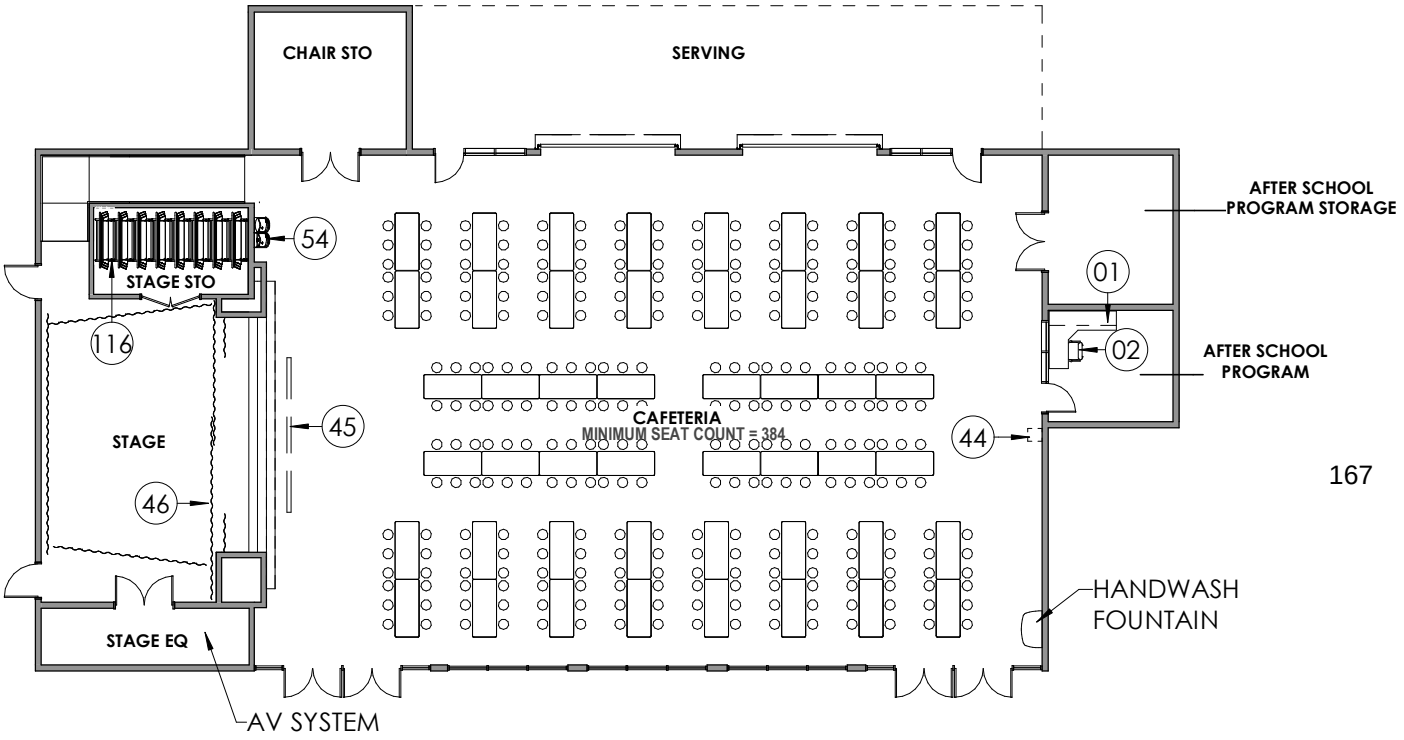

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 56 | SCIENCE LAB TABLE |
| 65 | REFRIGERATOR |
| 82 | EMERGENCY EYEWASH |




166

Court size: 84' x 50'.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 66 | BASKETBALL COURT |
| 67 | VOLLEYBALL COURT STRIPING AND INSERTS |
| 68 | FOLDING BASKETBALL GOAL AND BACKSTOP |
| 69 | WALL SAFETY PADS |



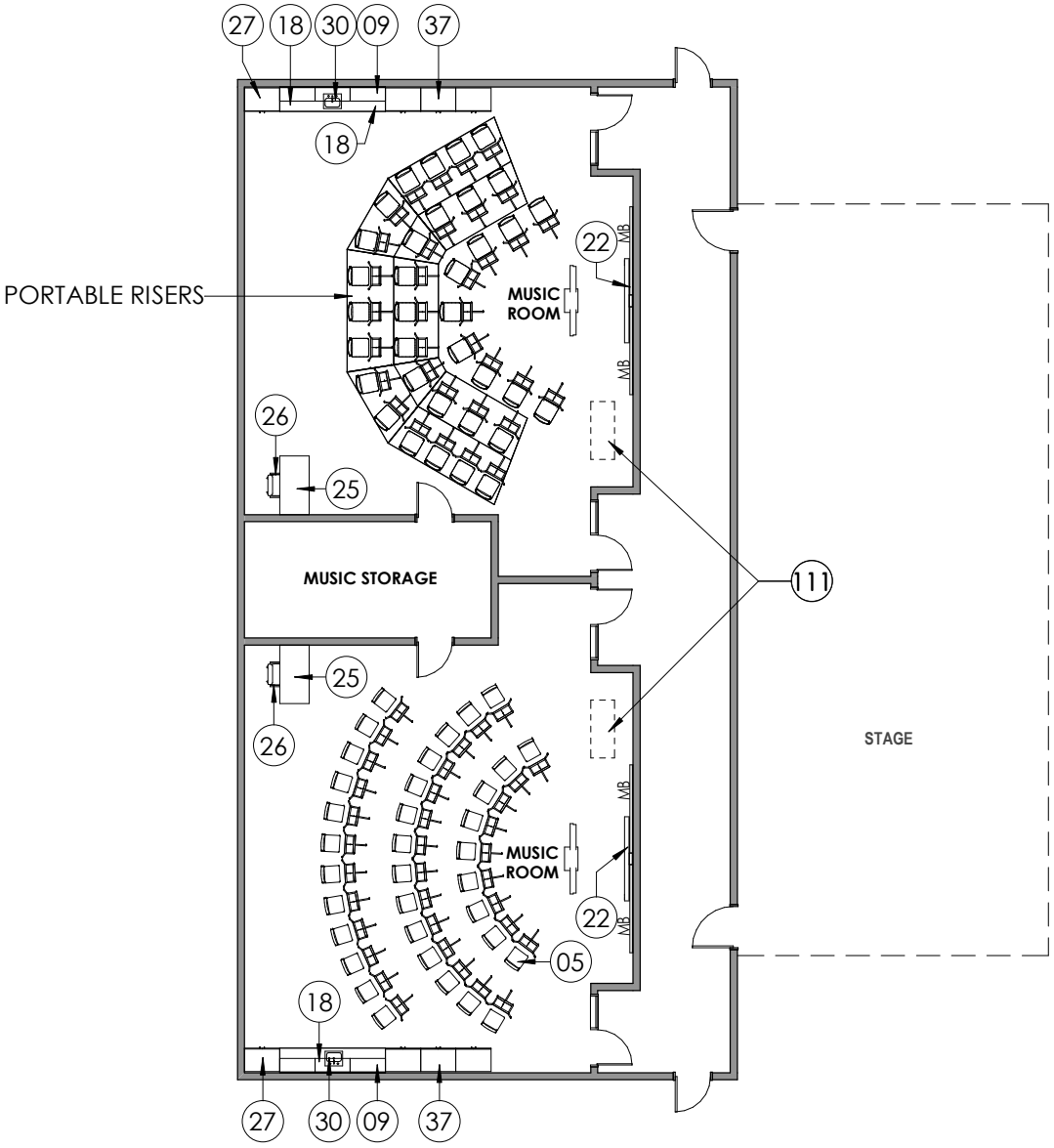

167

1. AED.

Stage related:

2. Curtains.
3. Wood floor, black finish, not sprung.
4. Screen.
5. Stage lighting.
6. Sound system.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 44 | PROJECTOR |
| 45 | MOTORIZED PROJECTION SCREEN |
| 46 | STAGE CURTAIN |
| 54 | WATER FOUNTAIN |
| 116 | CHOIR RISER |

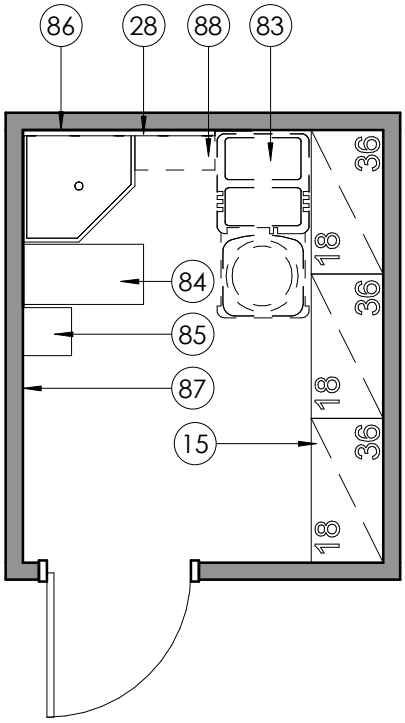



168

1. Sound system.
2. Acoustic panels.
3. Portable Risers.

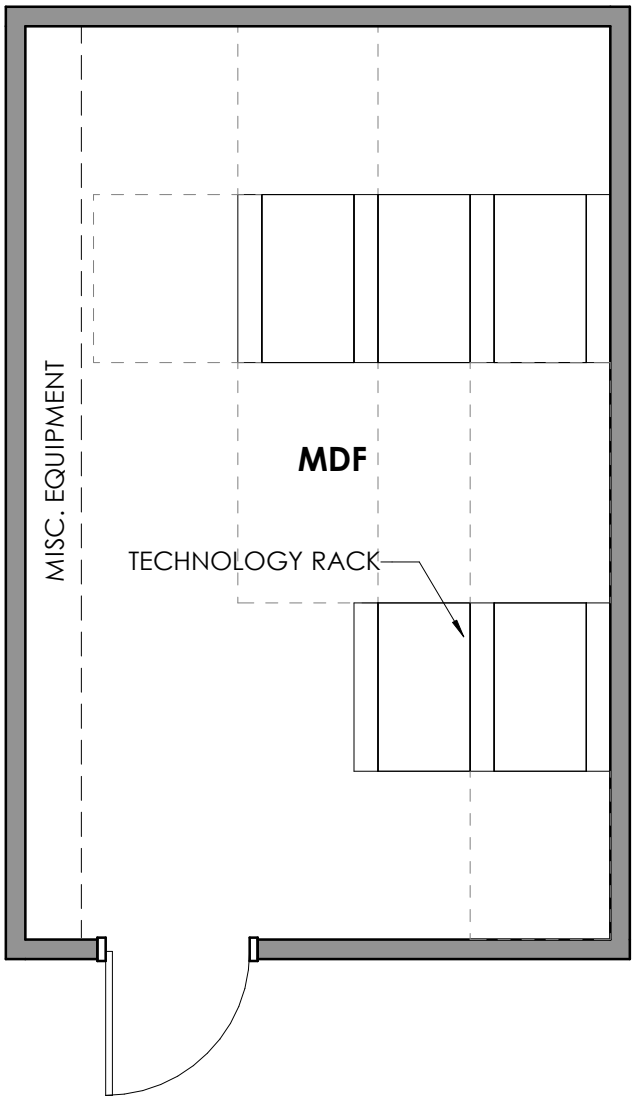
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 05 | GUEST CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 25 | TEACHER DESK |

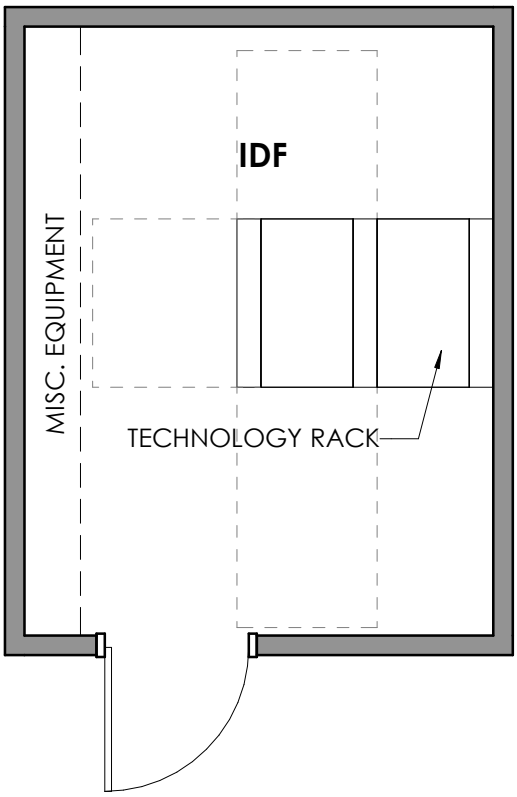
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 111 | DIGITAL PIANO, OFOI |




169

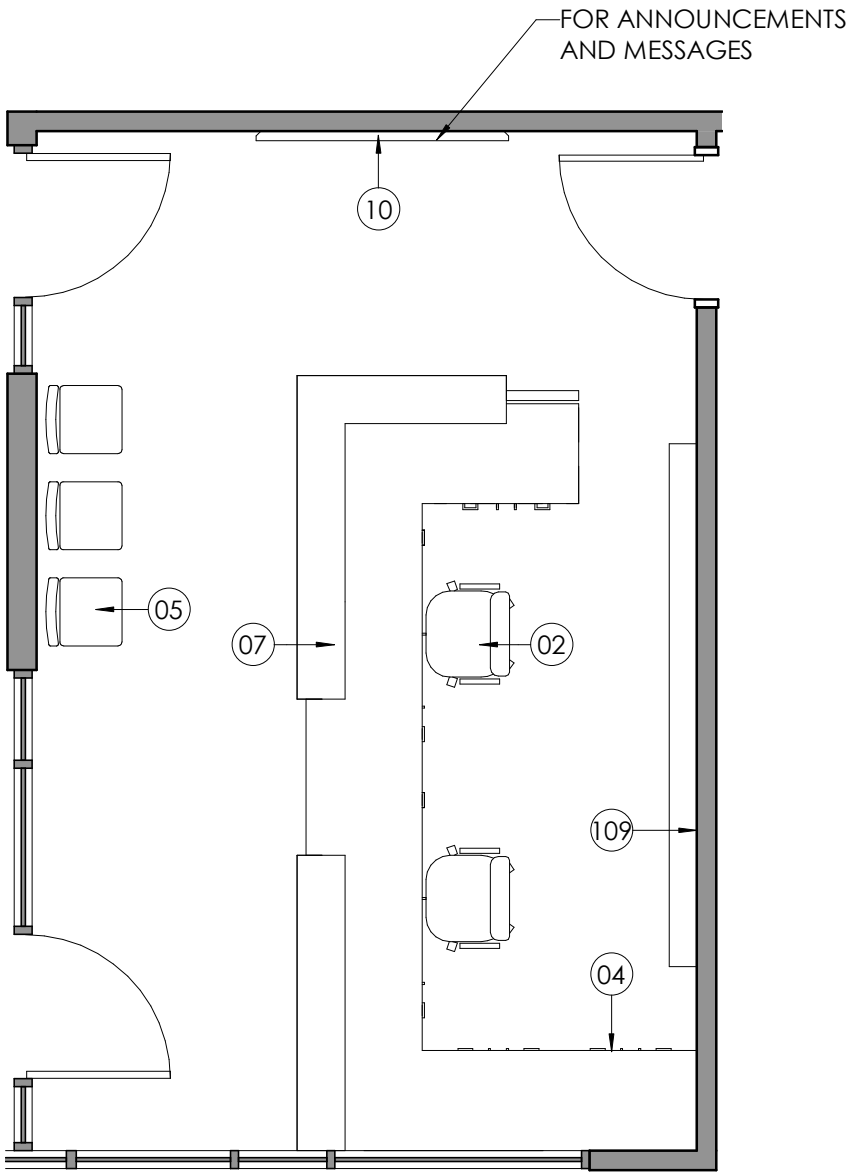
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 15 | METAL SHELVES |
| 28 | MOP AND BROOM HOLDER |
| 83 | TRASH CAN CART |
| 84 | MOP BUCKET |
| 85 | UPRIGHT VACUUM |
| 86 | STAINLESS STEEL WALL PANEL |
| 87 | POWER RECEPTACLE, CHARGING |
| 88 | CLEANING PRODUCT DISPENSER,PROVIDE WATER/POWER,OFCI |



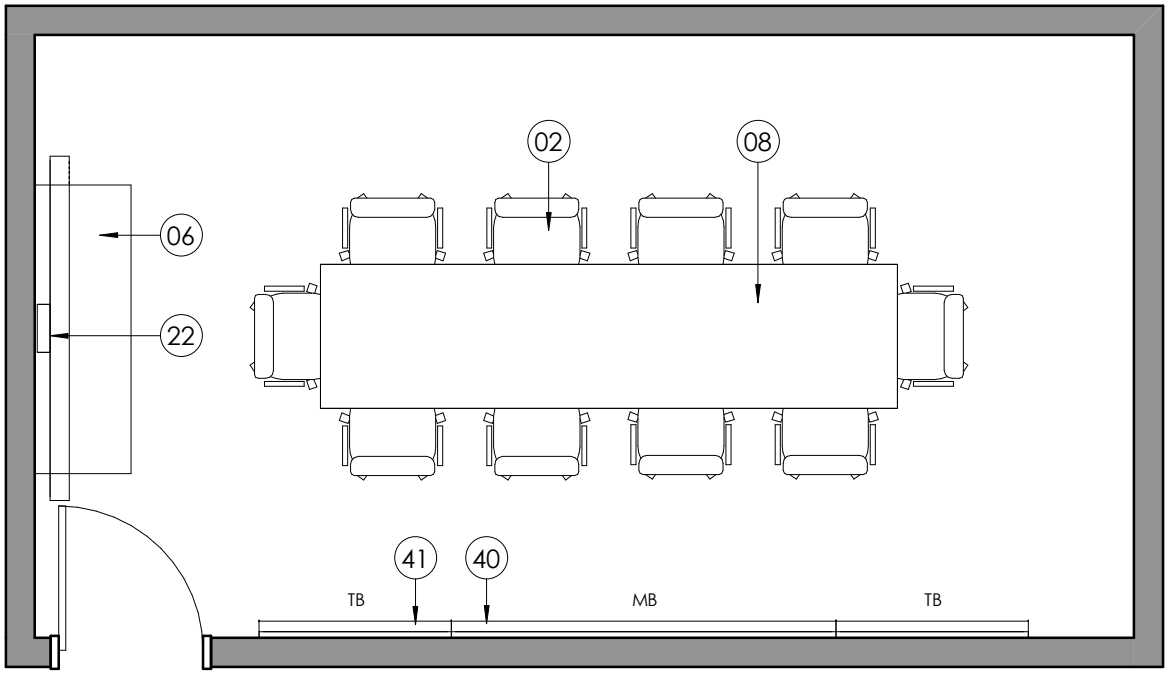

170

1. Room sizes and technology rack quantity may vary.
2. Card access door hardware.
3. IDF rooms should stack in multi-story wings, if possible.
4. Distance / separation from electrical rooms or other interference.



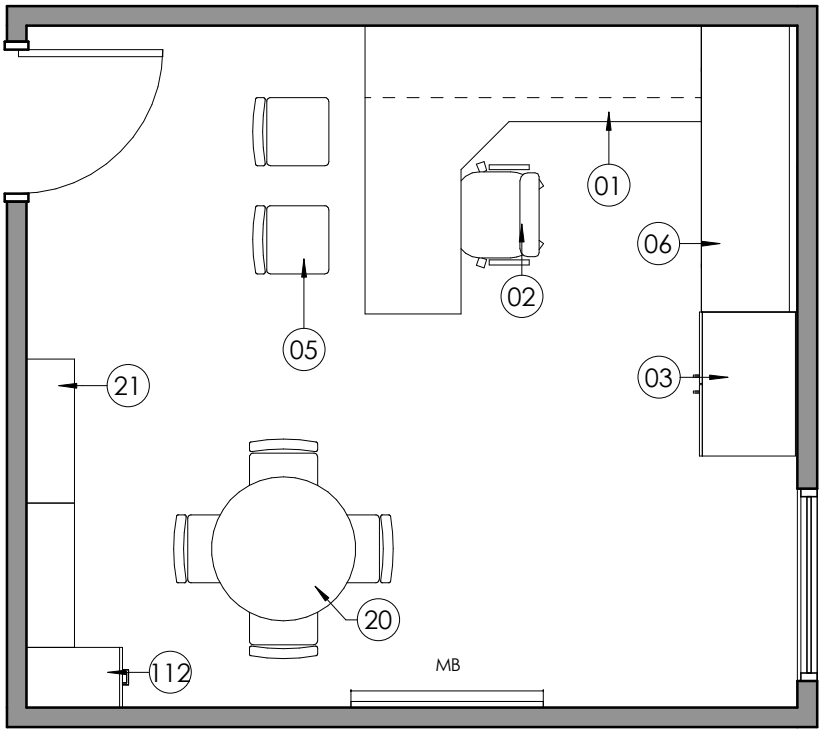

171

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 04 | CABINET |
| 05 | GUEST CHAIR |
| 07 | RECEPTION DESK |
| 10 | FLAT PANEL DISPLAY |
| 109 | SCHOOL SIGN / GRAPHICS |



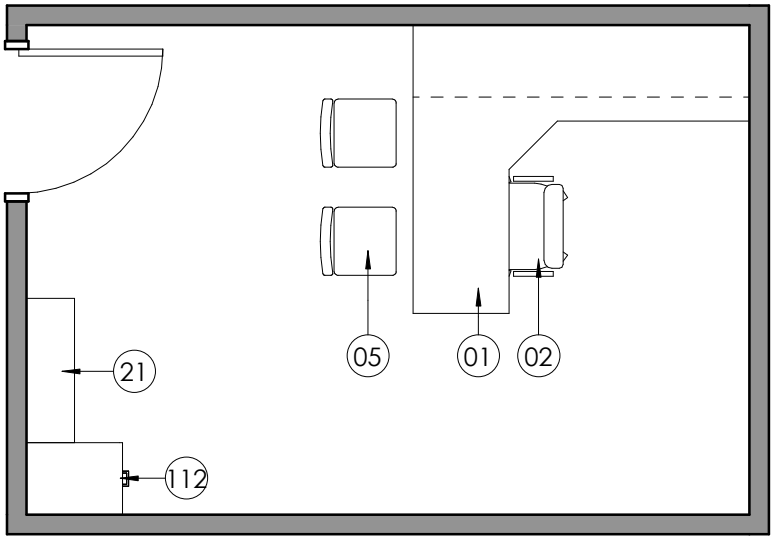

172

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 06 | CREDENZA |
| 08 | CONFERENCE TABLE |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |



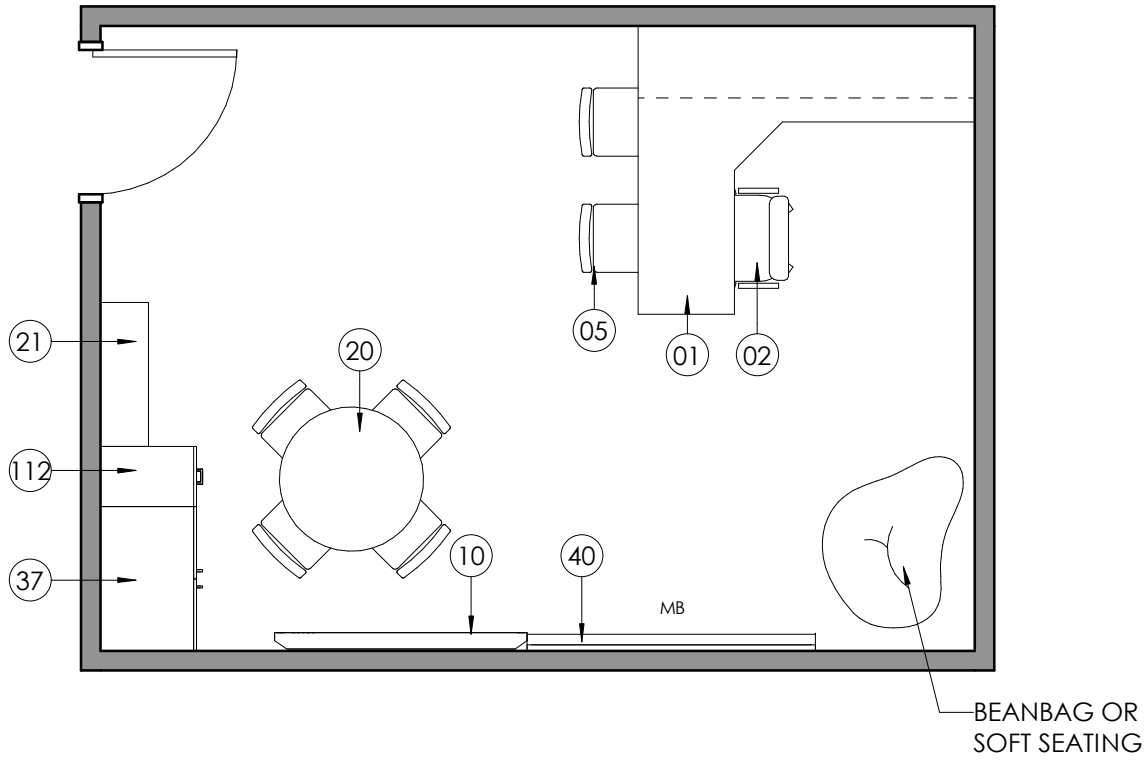

173

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 03 | WARDROBE |
| 05 | GUEST CHAIR |
| 06 | CREDENZA |
| 20 | TABLE AND CHAIRS |
| 21 | BOOKCASE |
| 112 | FILE CABINET |




174

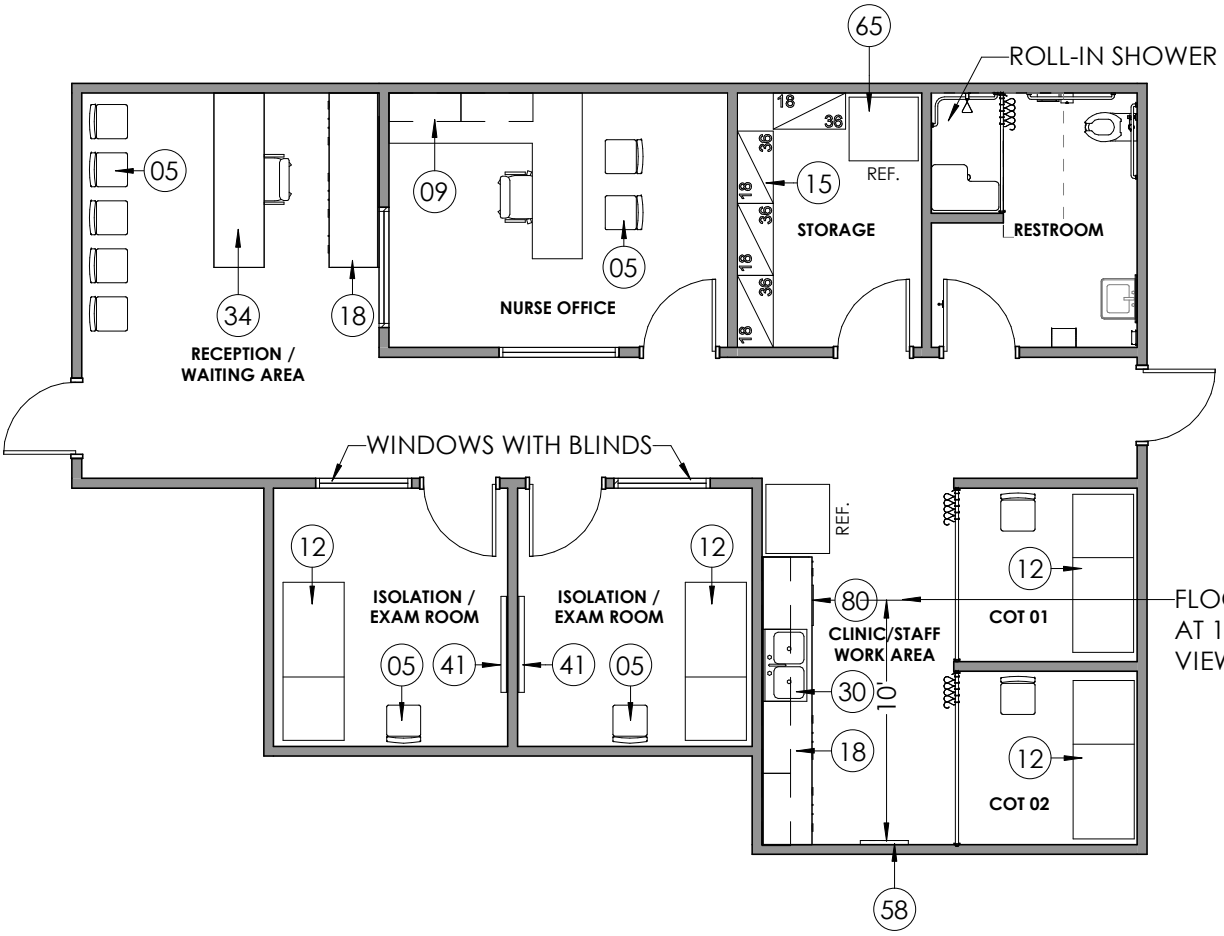
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 21 | BOOKCASE |
| 112 | FILE CABINET |



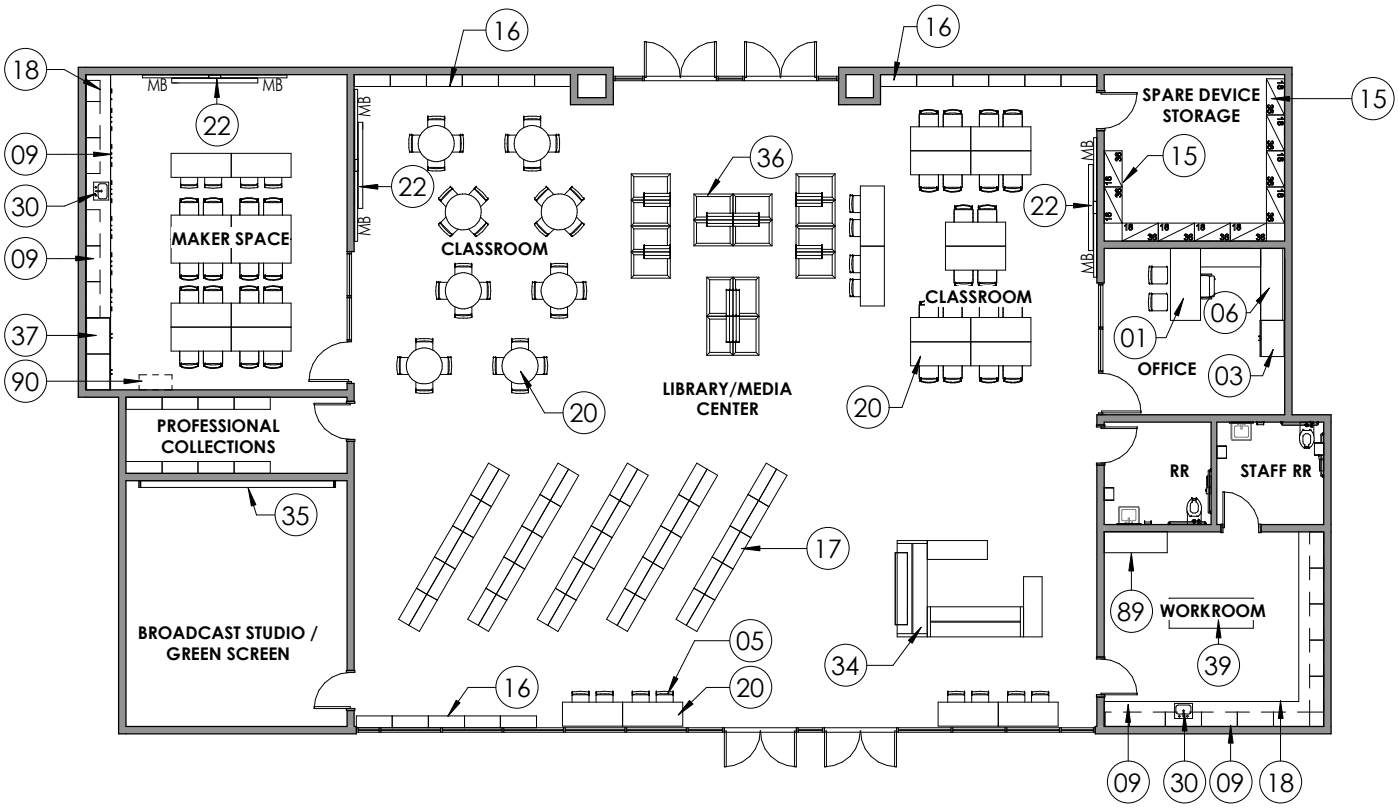

175

1. Acoustic privacy.
2. Space for four or five student small group meetings.
3. Calm space.
4. Storage for toys, sand tray, art supplies, other manipulatives.
5. Lighting: Dimmable, warm color temperature.
6. Flat panel display to share PowerPoint or other presentatipn.
7. Conference rooms are not conducive to counseling.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 10 | FLAT PANEL DISPLAY |
| 20 | TABLE AND CHAIRS |
| 21 | BOOKCASE |
| 37 | TALL STORAGE |
| 40 | MARKERBOARD |
| 112 | FILE CABINET |



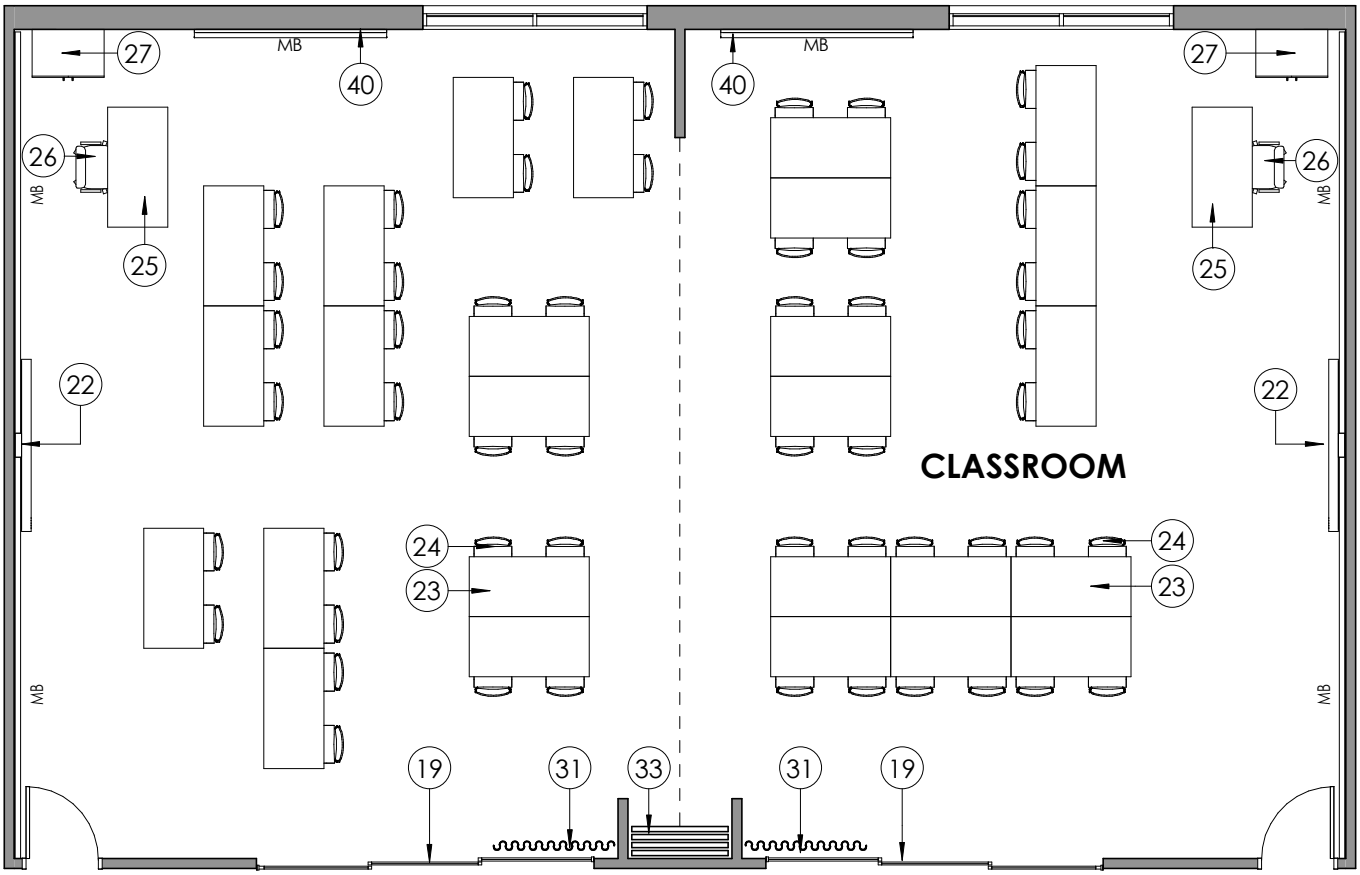

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 05 | GUEST CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 12 | COT |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 30 | ACCESSIBLE SINK |
| 34 | CIRCULATION DESK |
| 41 | TACKBOARD |
| 58 | EYE CHART |
| 65 | REFRIGERATOR |
| 80 | ICE MACHINE |




1. BYOD charging stations.
2. Two computer or iPad stations for student use.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 03 | WARDROBE |
| 05 | GUEST CHAIR |
| 06 | CREDENZA |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 16 | TALL LIBRARY SHELF |
| 17 | SHORT MOBILE LIBRARY SHELF |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |

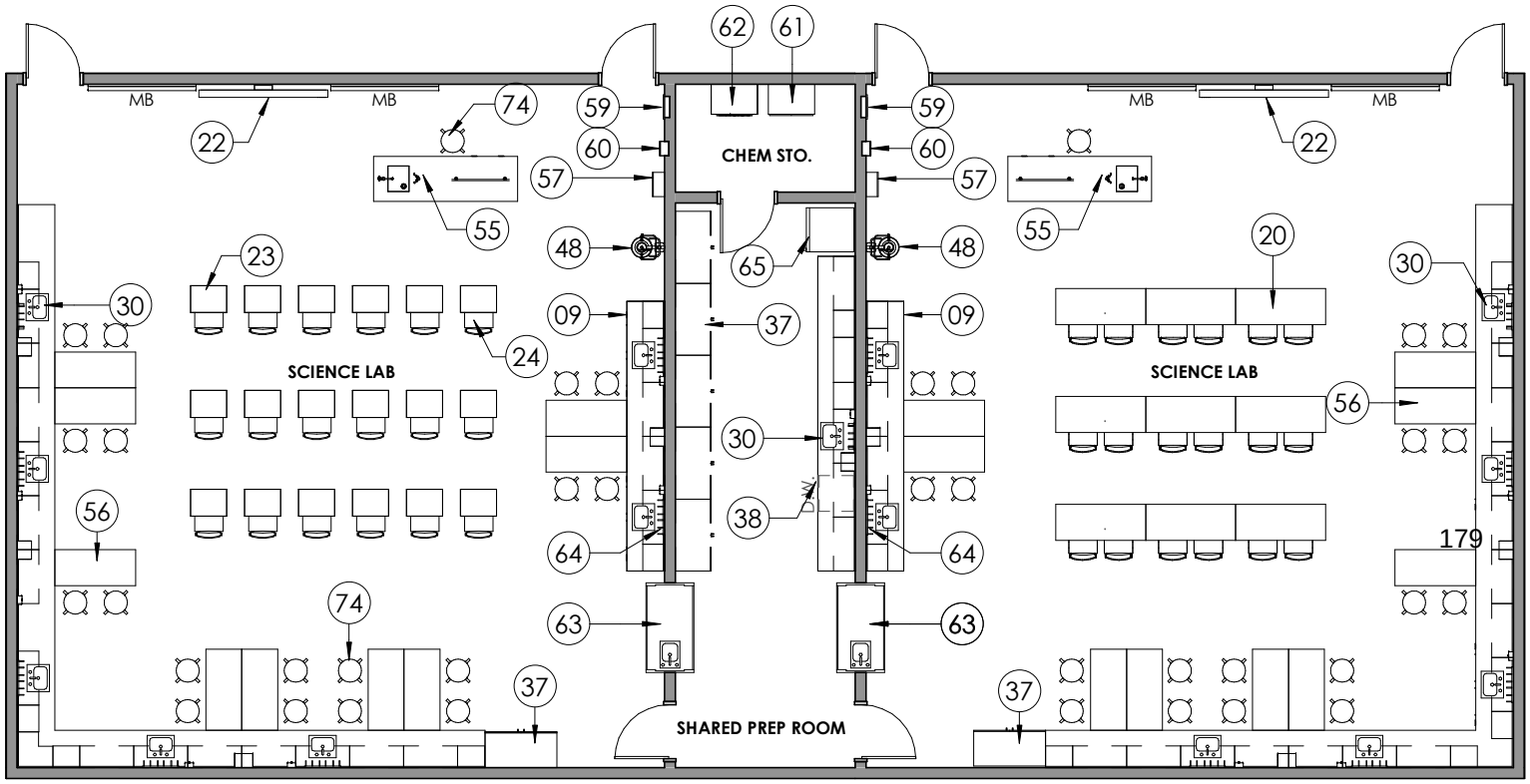
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 30 | ACCESSIBLE SINK |
| 34 | CIRCULATION DESK |
| 35 | GREEN SCREEN |
| 36 | FURNITURE |
| 37 | TALL STORAGE |
| 39 | WORK TABLE |
| 89 | LAMINATOR,OFOI |
| 90 | POWER FOR OF EQUIP |




178

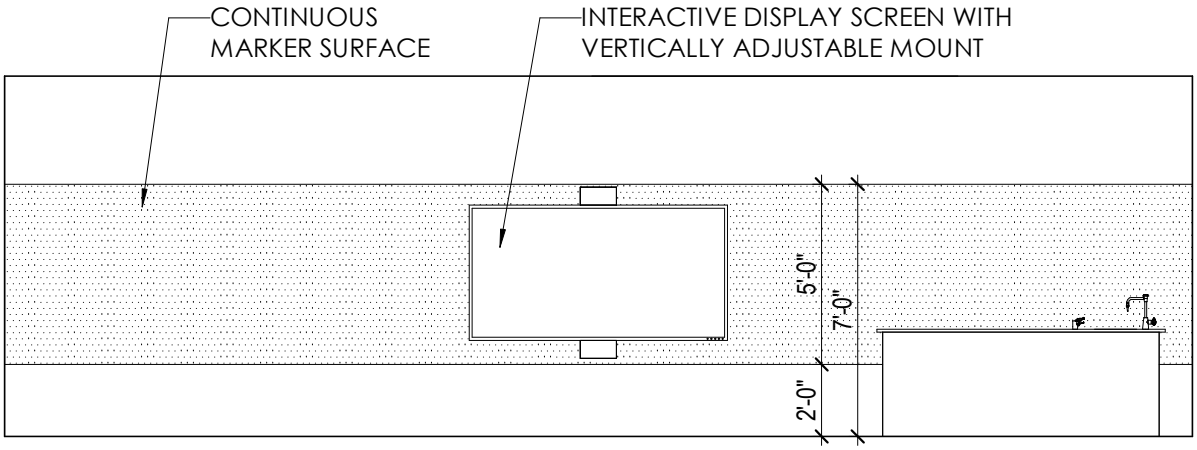
Folding partition with combination of full height marker surface and tack surfaces,
Typ most folding partions.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 19 | SLIDING DOOR |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 23 | STUDENT DESK |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 31 | PRIVACY CURTAIN |
| 33 | FOLDING PARTITION |
| 40 | MARKERBOARD |




| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 20 | TABLE AND CHAIRS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 23 | STUDENT DESK |
| 24 | STUDENT CHAIR |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 38 | DISHWASHER |
| 48 | EMERGENCY SHOWER/EMERGENCY EYEWASH |
| 55 | DEMONSTRATION TABLE AND TEACHER DESK |
| 56 | SCIENCE LAB TABLE |

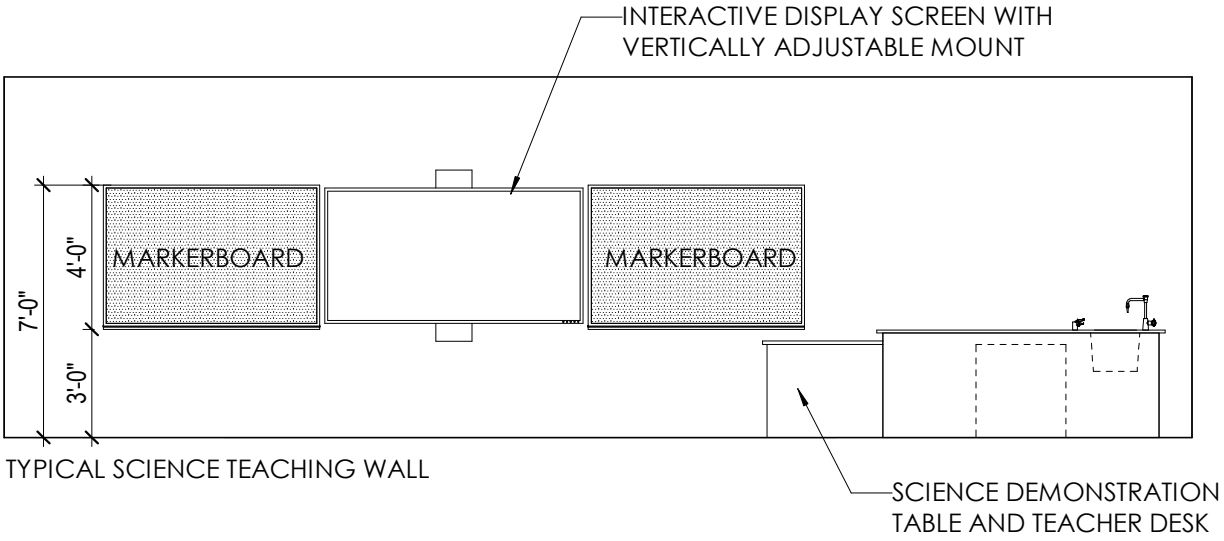
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 57 | FIRE BLANKET CABINET |
| 59 | GOGGLE CABINET |
| 60 | FIRE EXTINGUISHER CABINET |
| 61 | ACID STORAGE CABINET |
| 62 | FLAMMABLE STORAGE CABINET |
| 63 | FUME HOOD |
| 64 | DRYING RACK |
| 65 | REFRIGERATOR |
| 74 | STOOL |



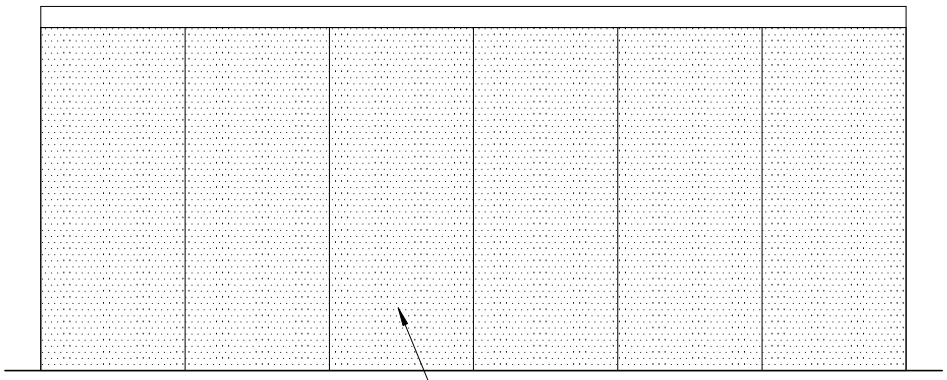

TYPICAL TEACHING WALL

180

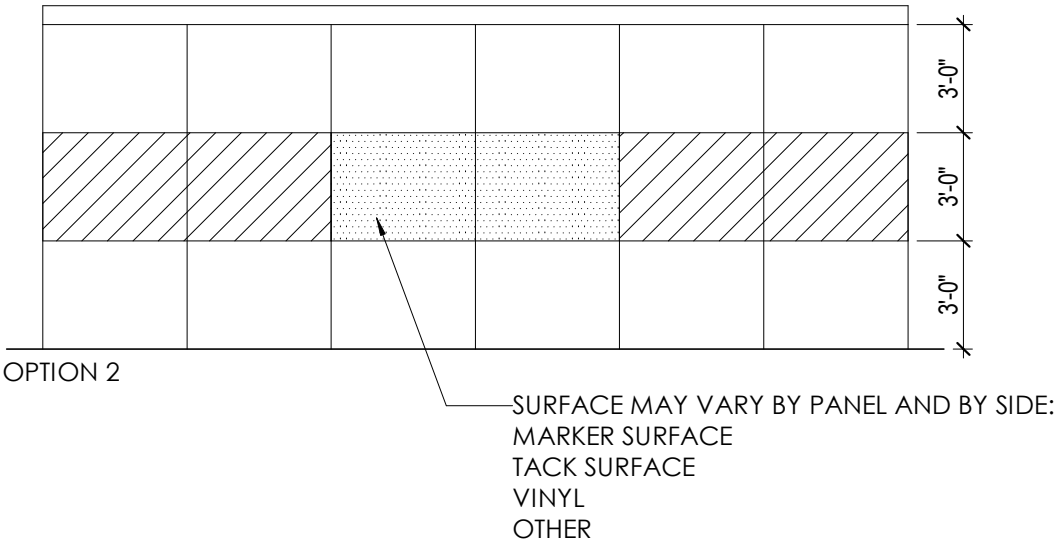
Include marker board on second wall when wall space allows.

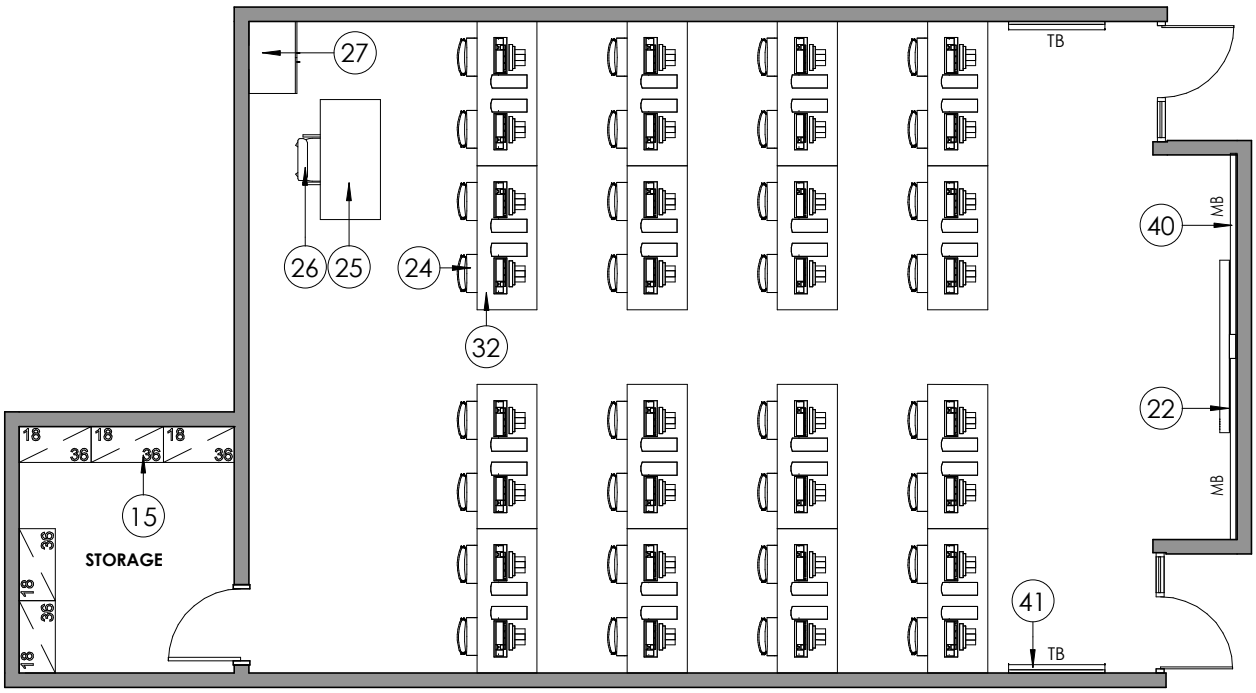



TYPICAL SCIENCE TEACHING WALL


OPTION 1
CONTINUOUS MAGNETIC, MARKER SURFACE, TOP TO BOTTOM

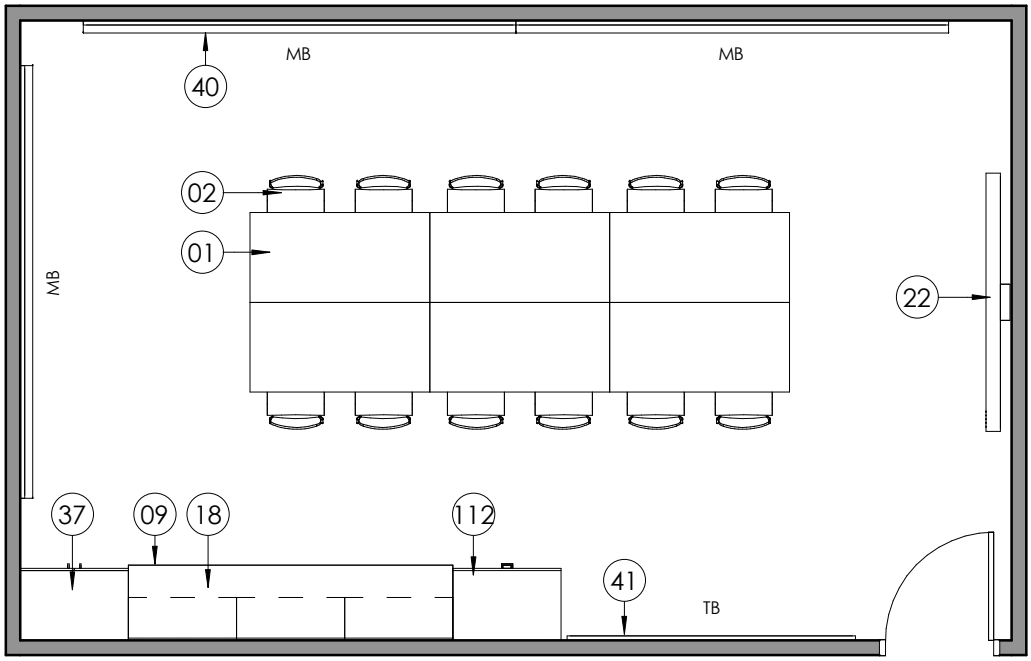
181


3'-0"
3'-0"
3'-0"
OPTION 2
SURFACE MAY VARY BY PANEL AND BY SIDE:
MARKER SURFACE
TACK SURFACE
VINYL
OTHER



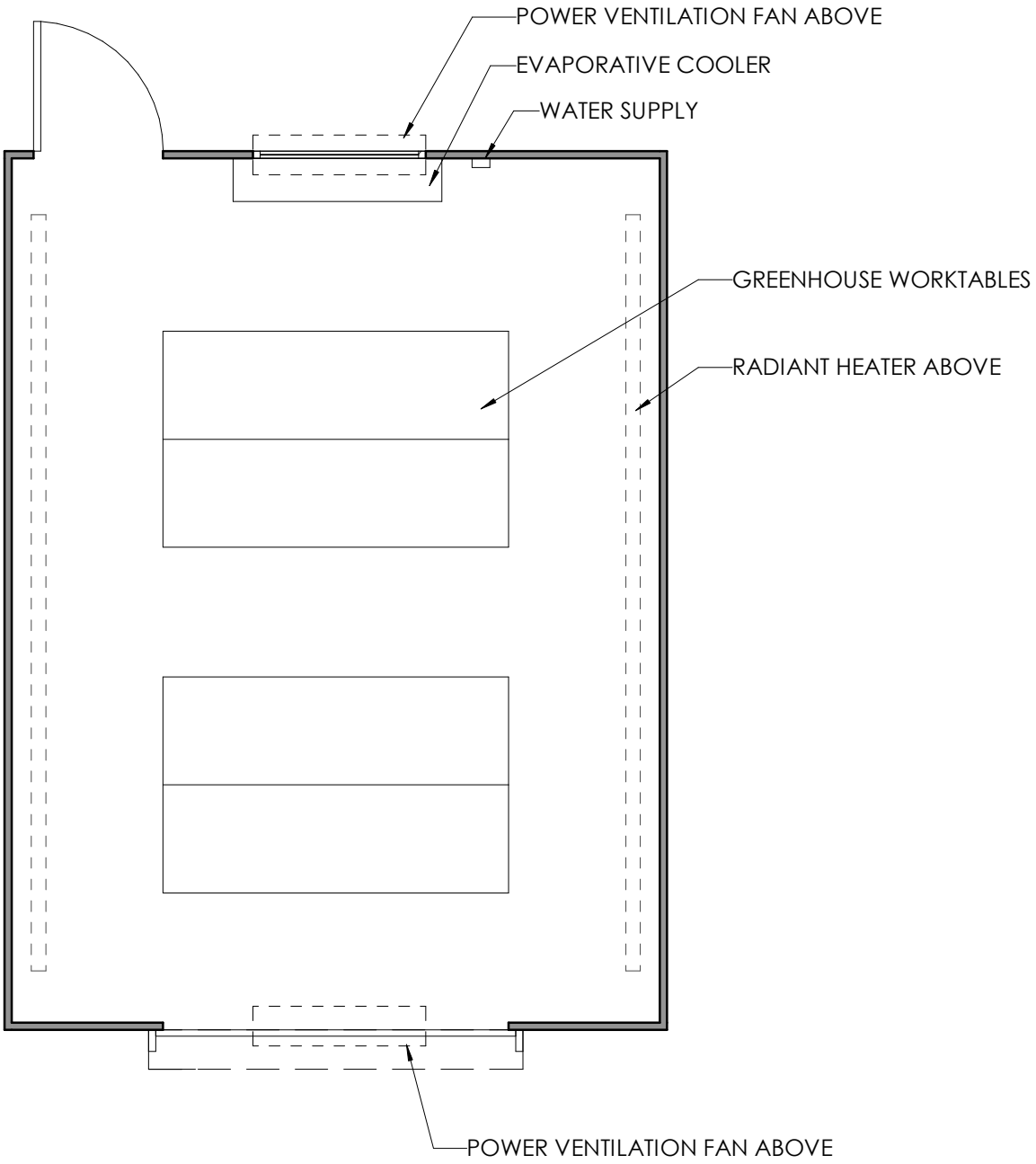

182

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 15 | METAL SHELVES |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 32 | COMPUTER DESK |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |

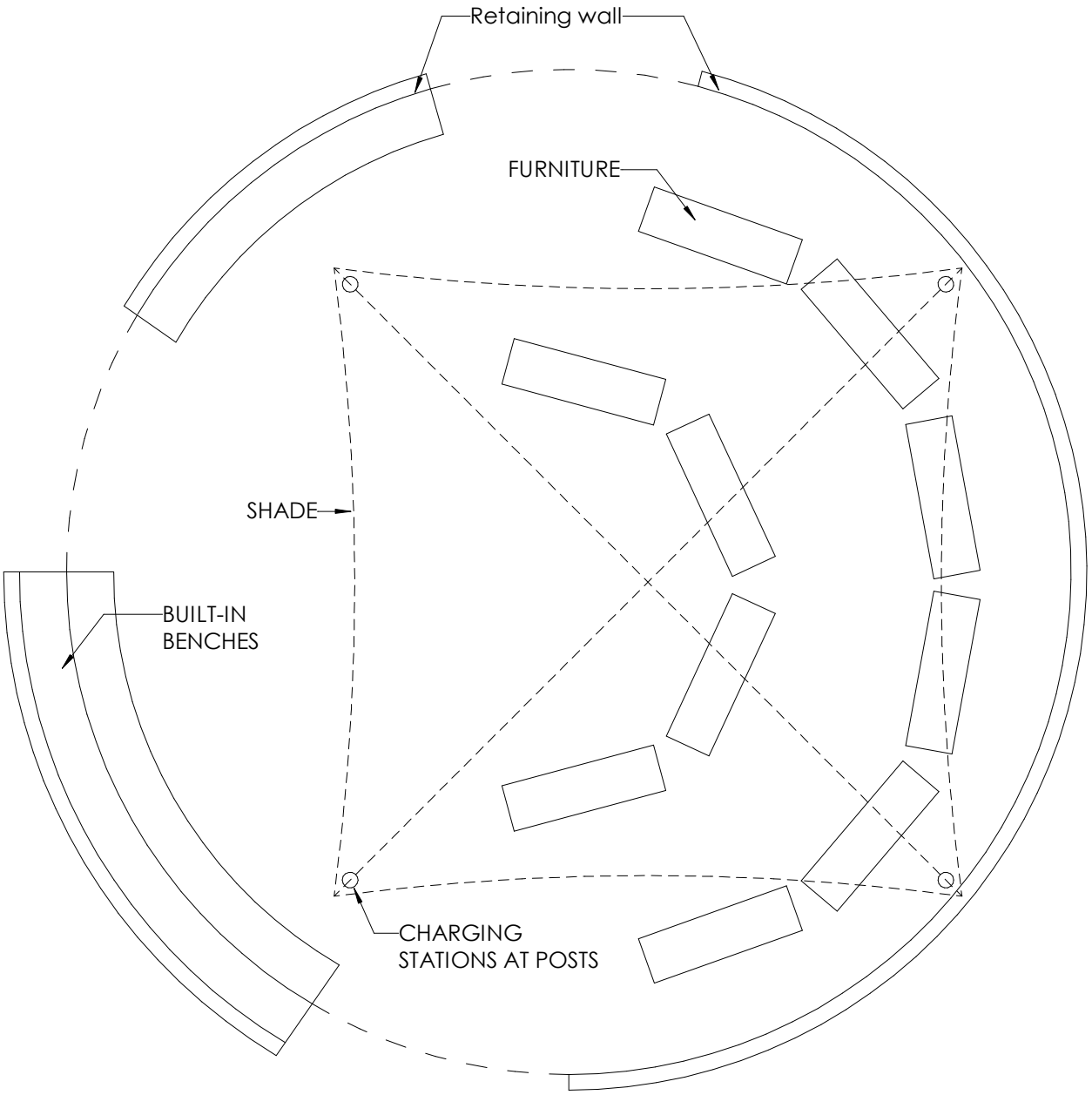



183

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 37 | TALL STORAGE |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |
| 112 | FILE CABINET |

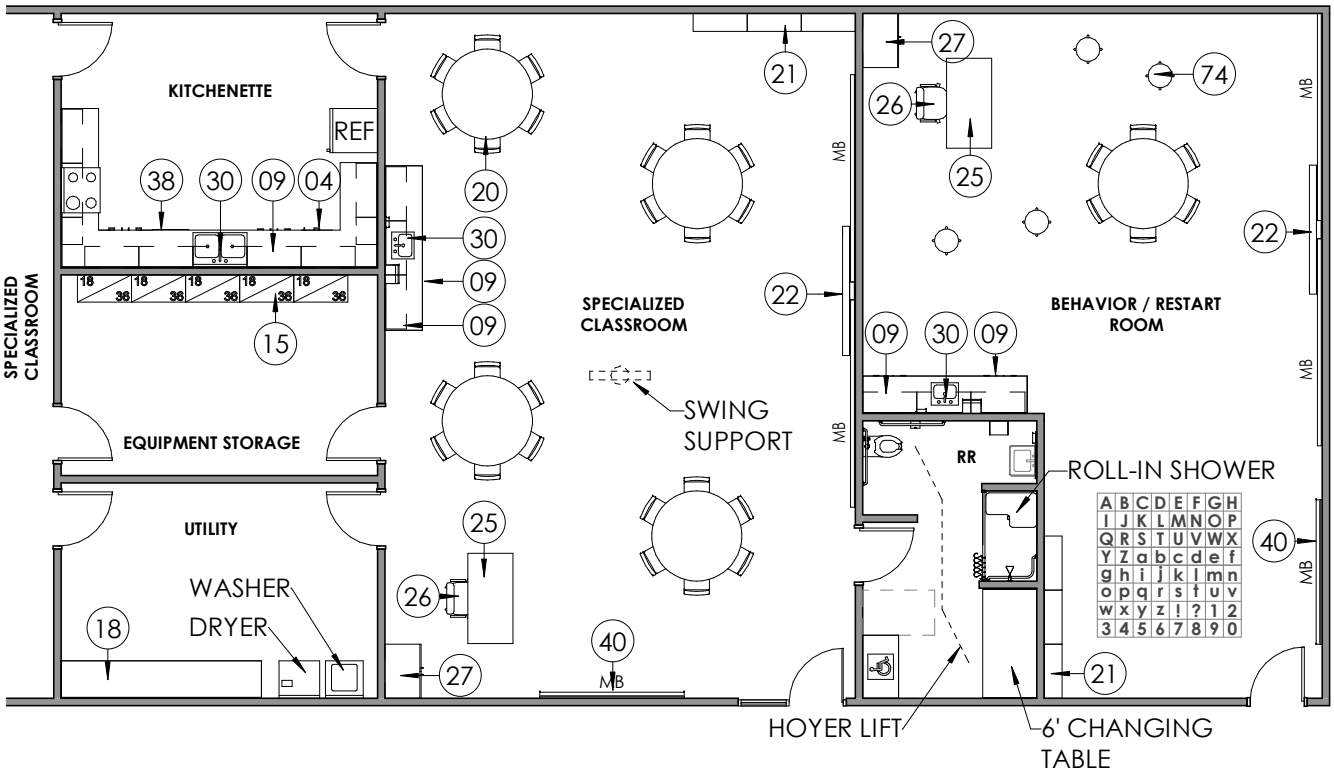

POWER VENTILATION FAN ABOVE
EVAPORATIVE COOLER
WATER SUPPLY
GREENHOUSE WORKTABLES
RADIANT HEATER ABOVE
POWER VENTILATION FAN ABOVE

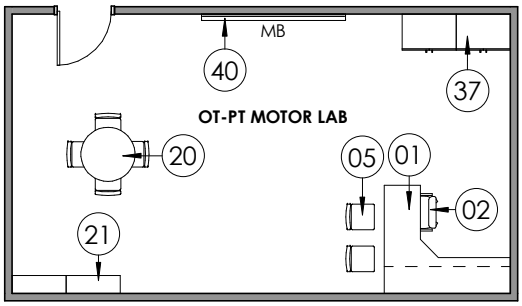
184




185

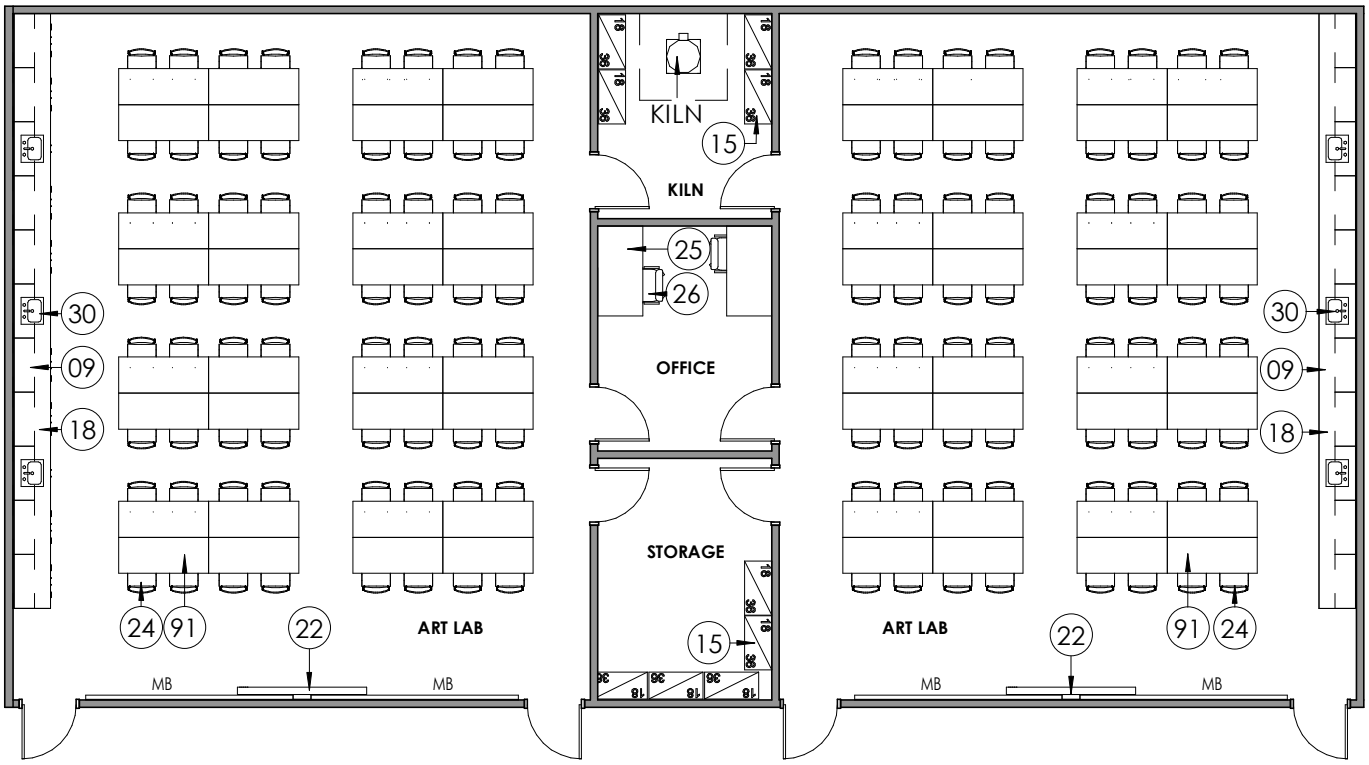
1. Shade
2. Fixed seating
3. Mobile tables and seating
4. Charging stations
5. Secura area (courtyard, screen wall, or fence




| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 04 | CABINET |
| 05 | GUEST CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 21 | BOOKCASE |
| 22 | INTERACTIVE DISPLAY SCREEN |

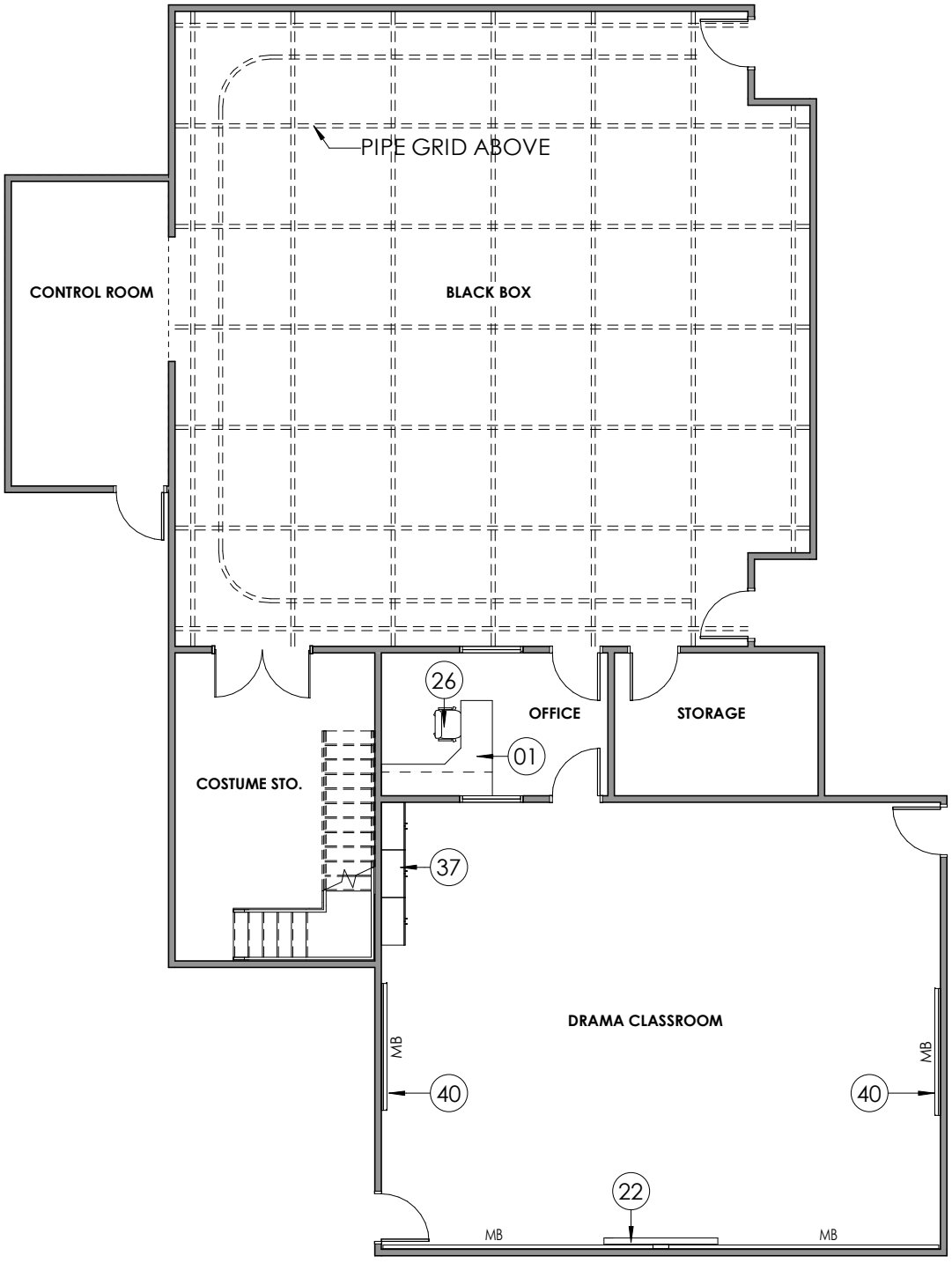
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 38 | DISHWASHER |
| 40 | MARKERBOARD |
| 74 | STOOL |




187

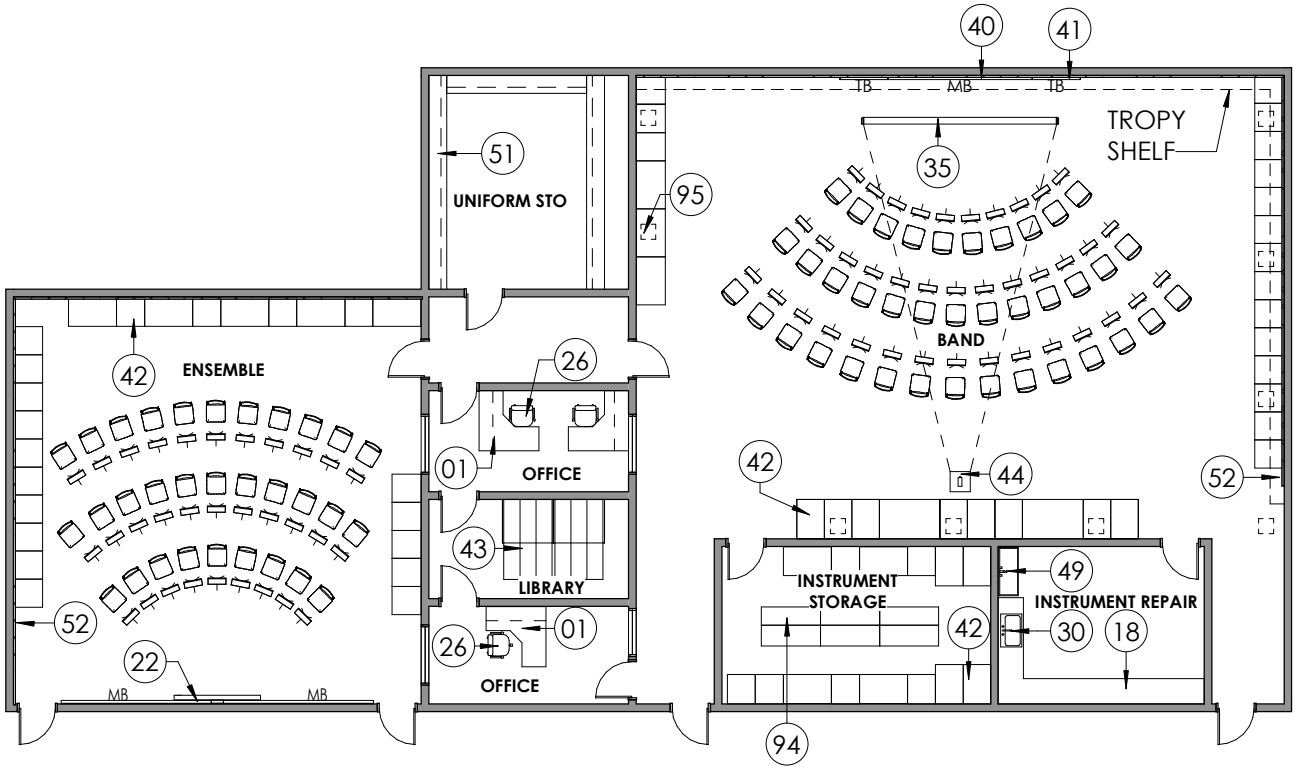
Provide drying racks.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 30 | ACCESSIBLE SINK |
| 91 | ART TABLE |




188

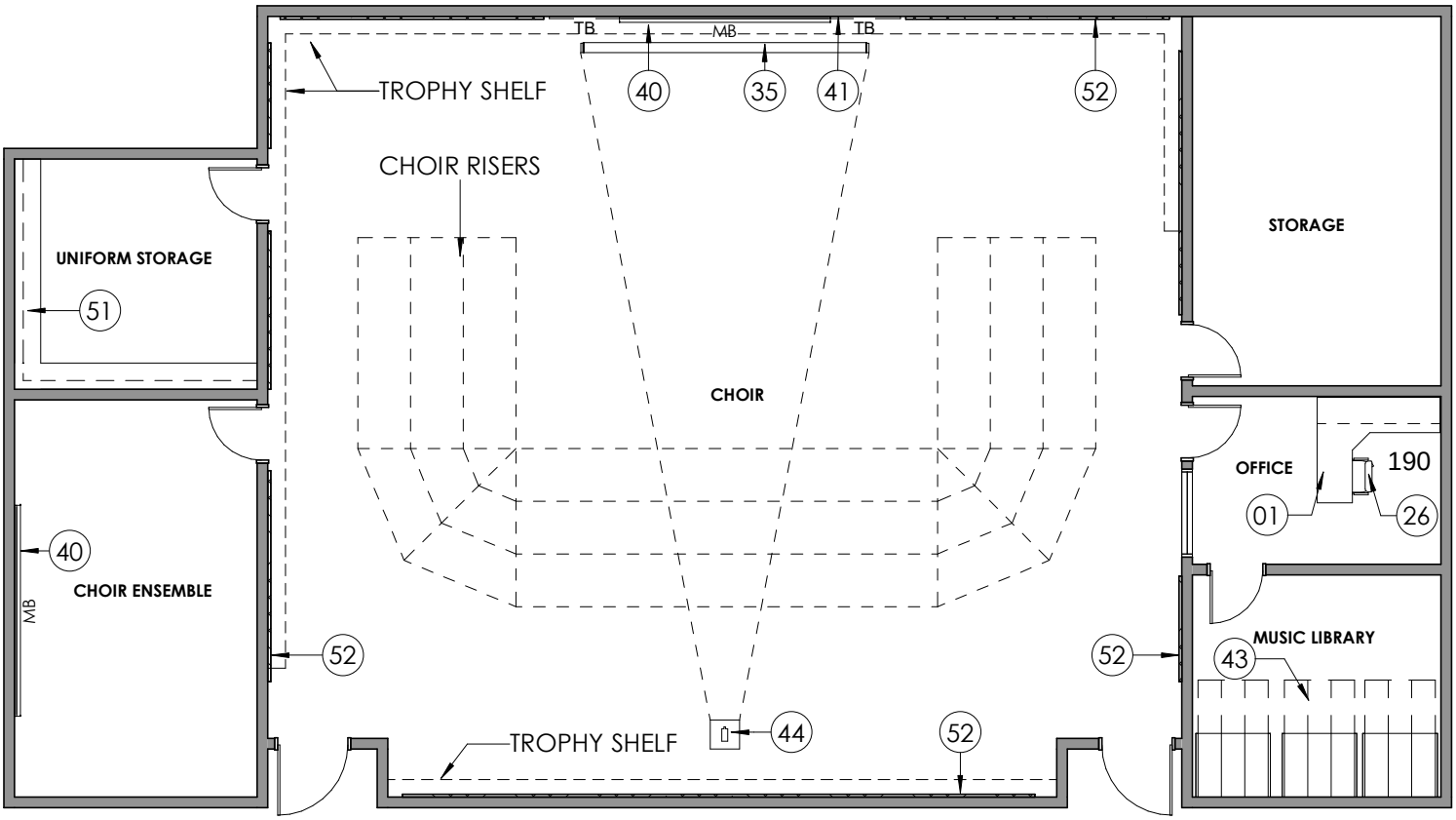
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 26 | TEACHER CHAIR |
| 37 | TALL STORAGE |
| 40 | MARKERBOARD |



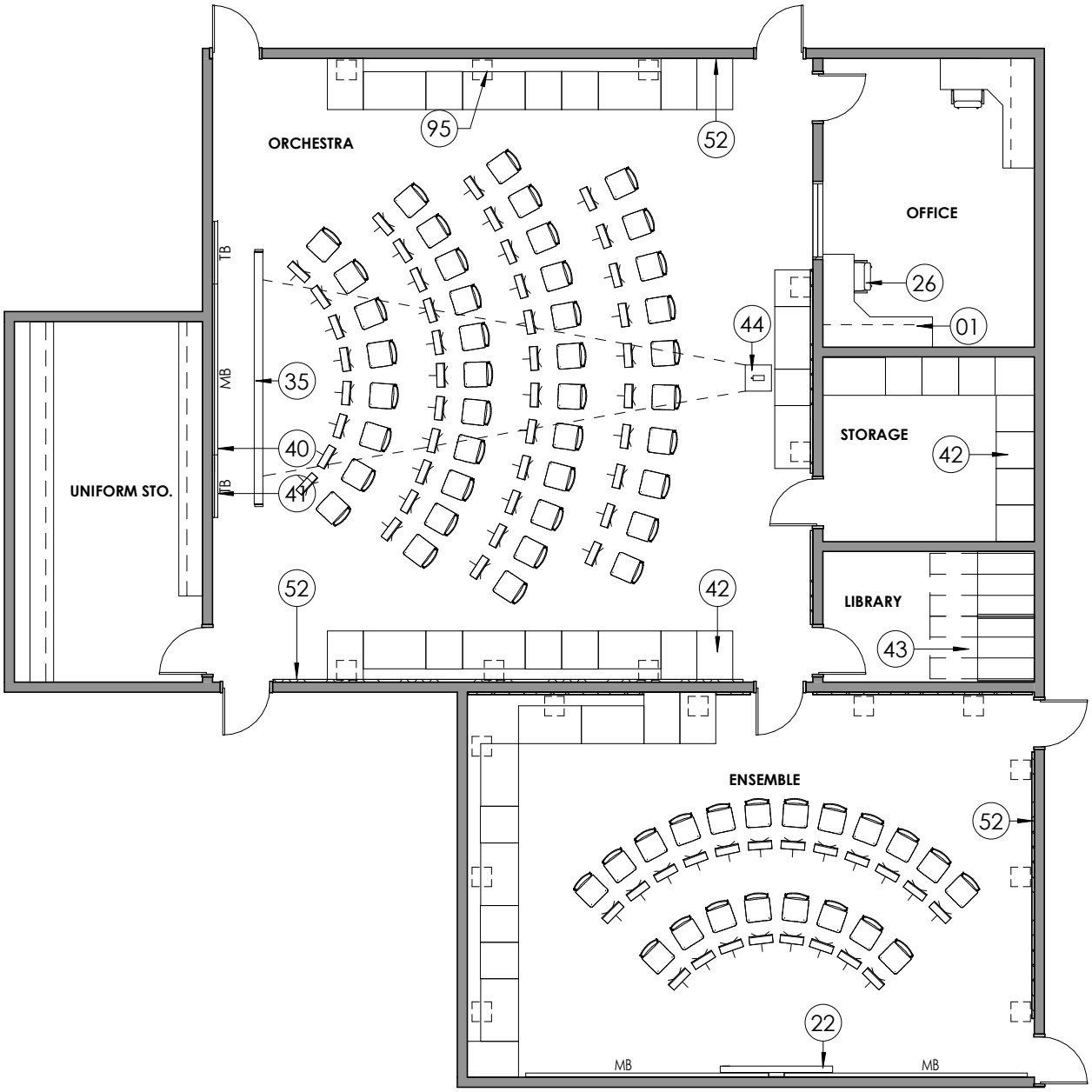



| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 26 | TEACHER CHAIR |
| 30 | ACCESSIBLE SINK |
| 35 | GREEN SCREEN |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 42 | INSTRUMENT STORAGE |
| 43 | SHEET MUSIC STORAGE |
| 44 | PROJECTOR |
| 49 | UTILITY SINK |
| 51 | SHELF AND POLE |
| 52 | ACOUSTICAL WALL PANEL |
| 94 | MARIMBA |
| 95 | SOUND SYSTEM |

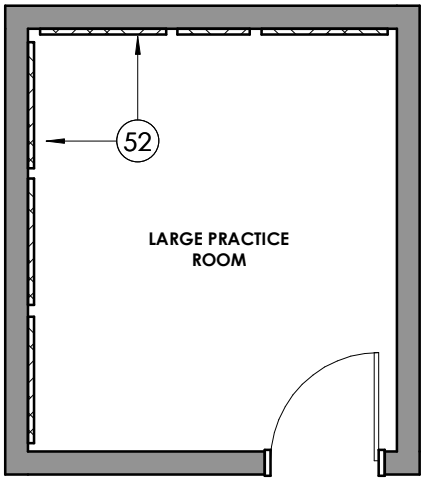


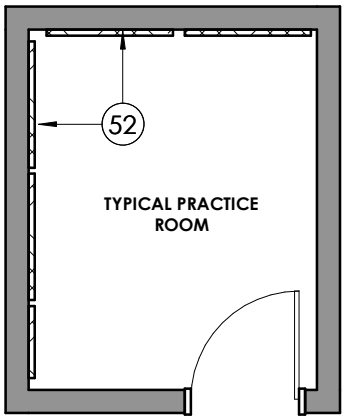

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 26 | TEACHER CHAIR |
| 35 | GREEN SCREEN |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |
| 43 | SHEET MUSIC STORAGE |
| 44 | PROJECTOR |
| 51 | SHELF AND POLE |
| 52 | ACOUSTICAL WALL PANEL |




| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 26 | TEACHER CHAIR |
| 35 | GREEN SCREEN |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |

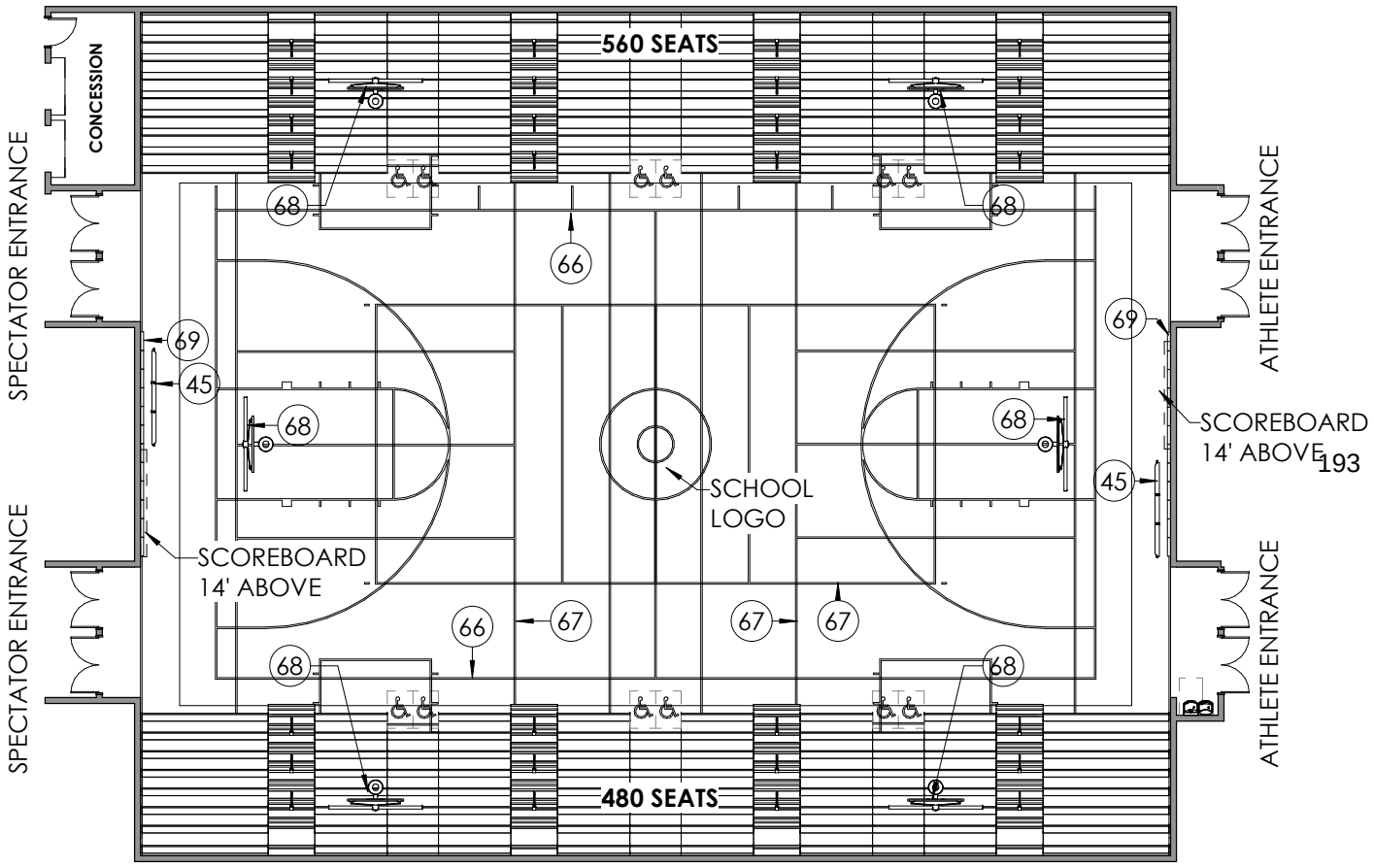
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 42 | INSTRUMENT STORAGE |
| 43 | SHEET MUSIC STORAGE |
| 44 | PROJECTOR |
| 52 | ACOUSTICAL WALL PANEL |
| 95 | SOUND SYSTEM |




192

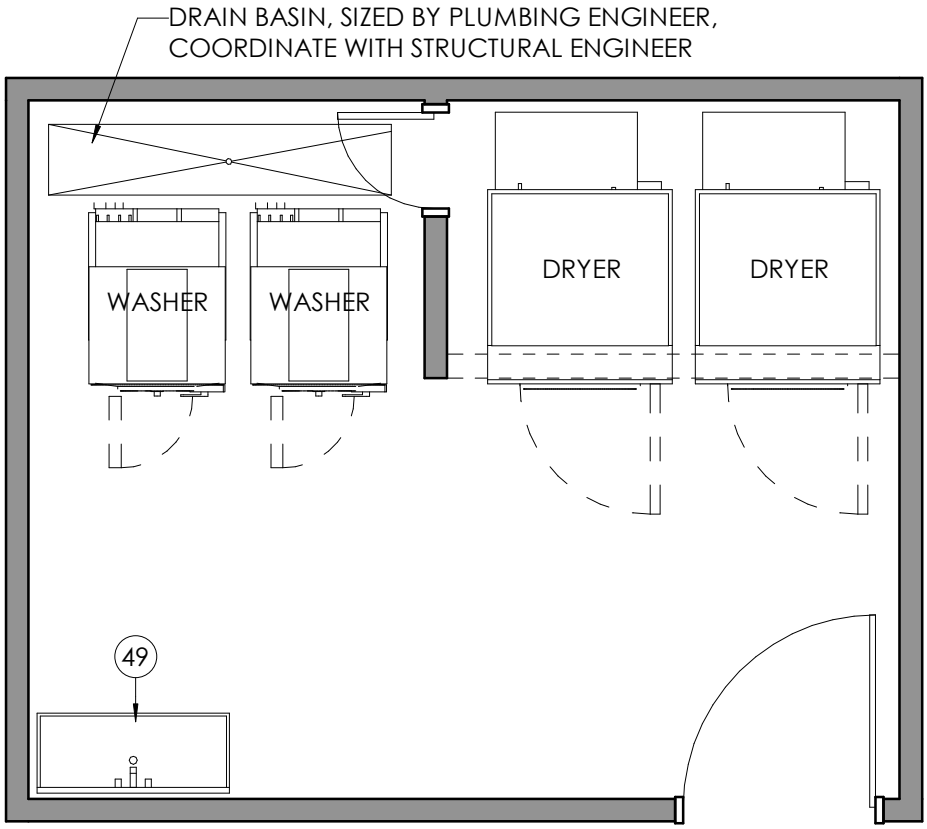
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 52 | ACOUSTICAL WALL PANEL |




**1,040 TOTAL SEATS**

1. Main Basketball Court 94' x 50'
2. Cross Basketball Courts 84' x 50'

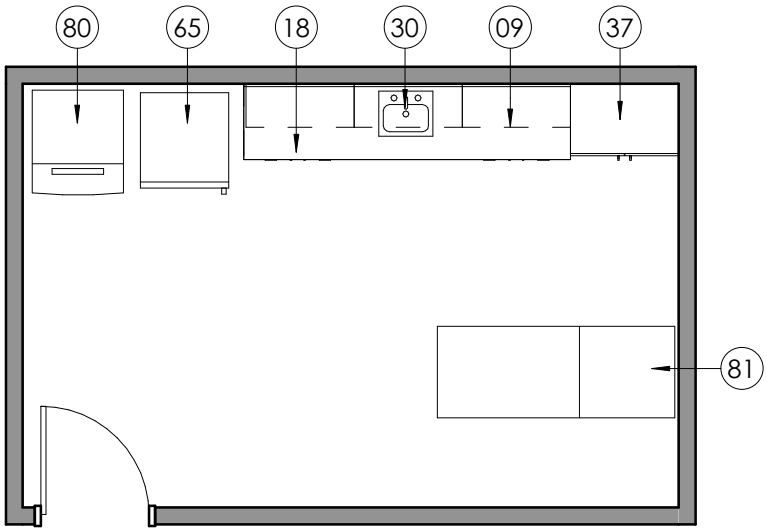
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 45 | MOTORIZED PROJECTION SCREEN |
| 66 | BASKETBALL COURT |
| 67 | VOLLEYBALL COURT STRIPING AND INSERTS |
| 68 | FOLDING BASKETBALL GOAL AND BACKSTOP |
| 69 | WALL SAFETY PADS |




194

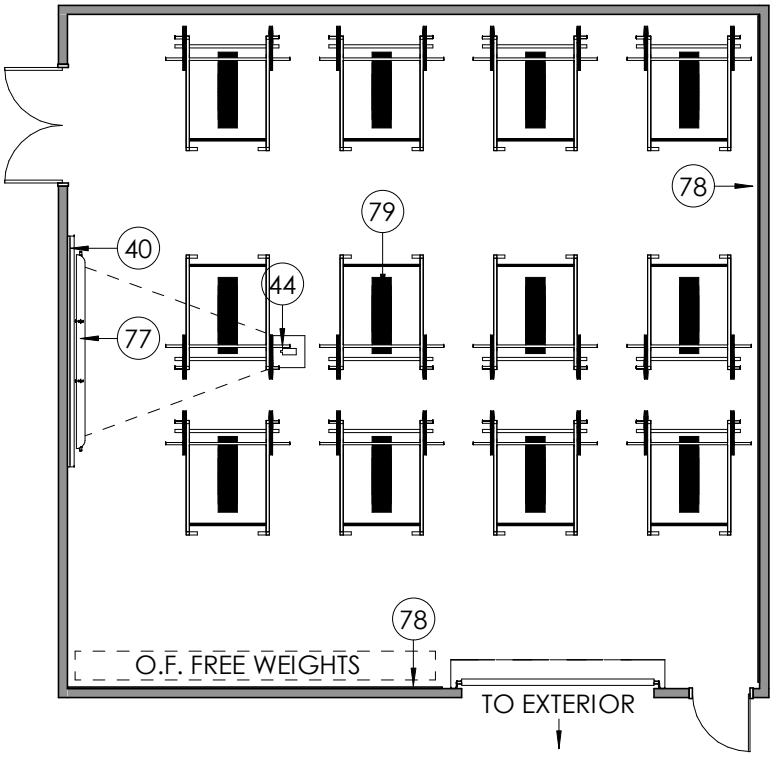
1. Two 50-60 pound washers.
2. Two 60-75 pound dryers.
3. Coordinate door size with equipment size.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 49 | UTILITY SINK |




195

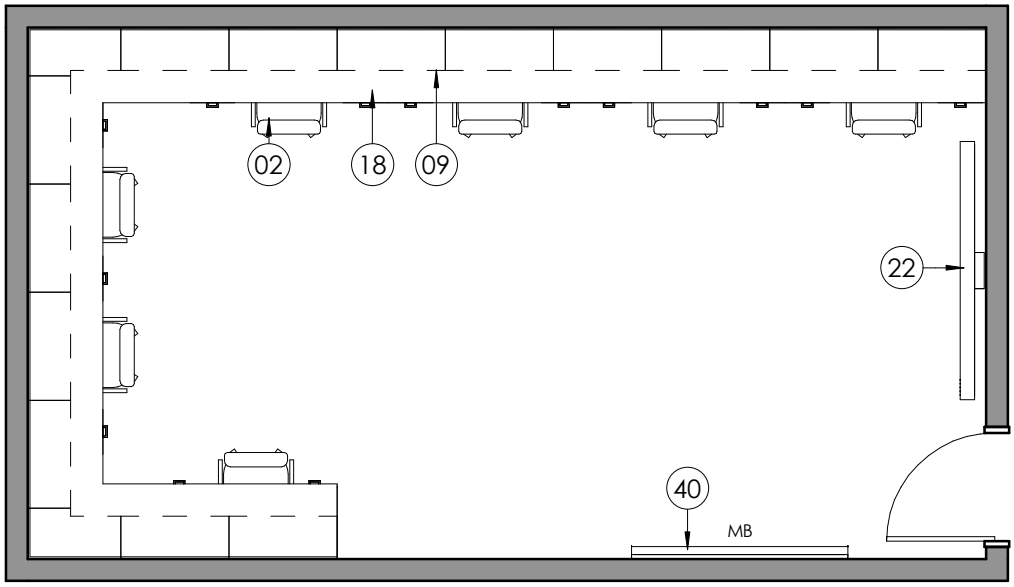
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 65 | REFRIGERATOR |
| 80 | ICE MACHINE |
| 81 | TREATMENT TABLE |

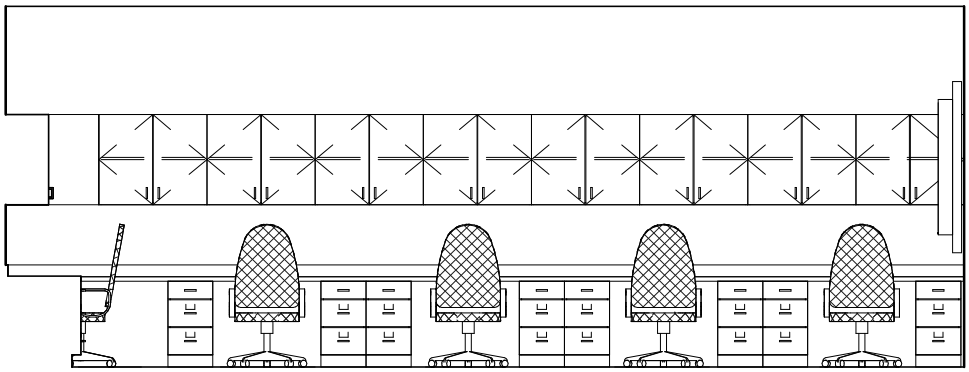



196

Sound system

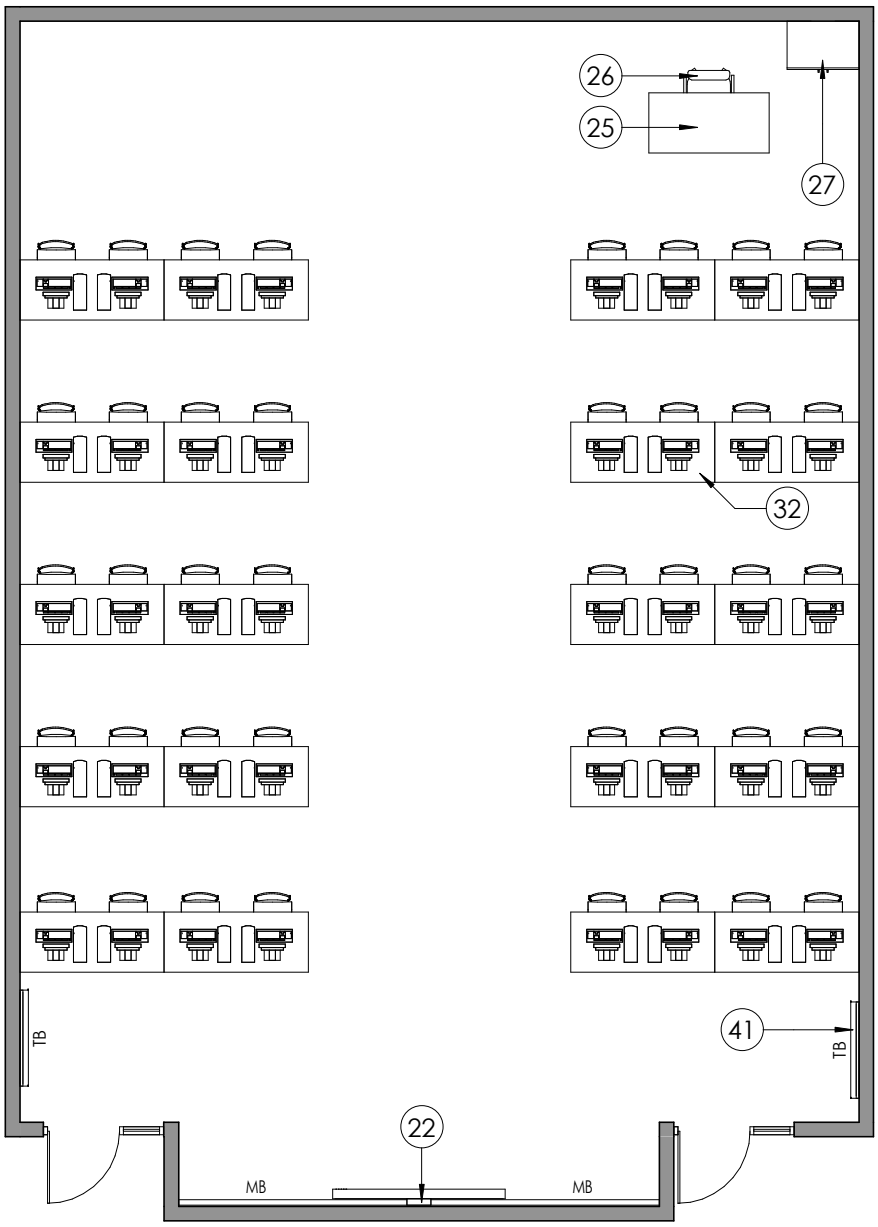
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 40 | MARKERBOARD |
| 44 | PROJECTOR |
| 77 | MANUAL PROJECTION SCREEN |
| 78 | FULL HEIGHT, FULL LENGTH MIRROR |
| 79 | WEIGHT LIFTING EQUIPMENT |



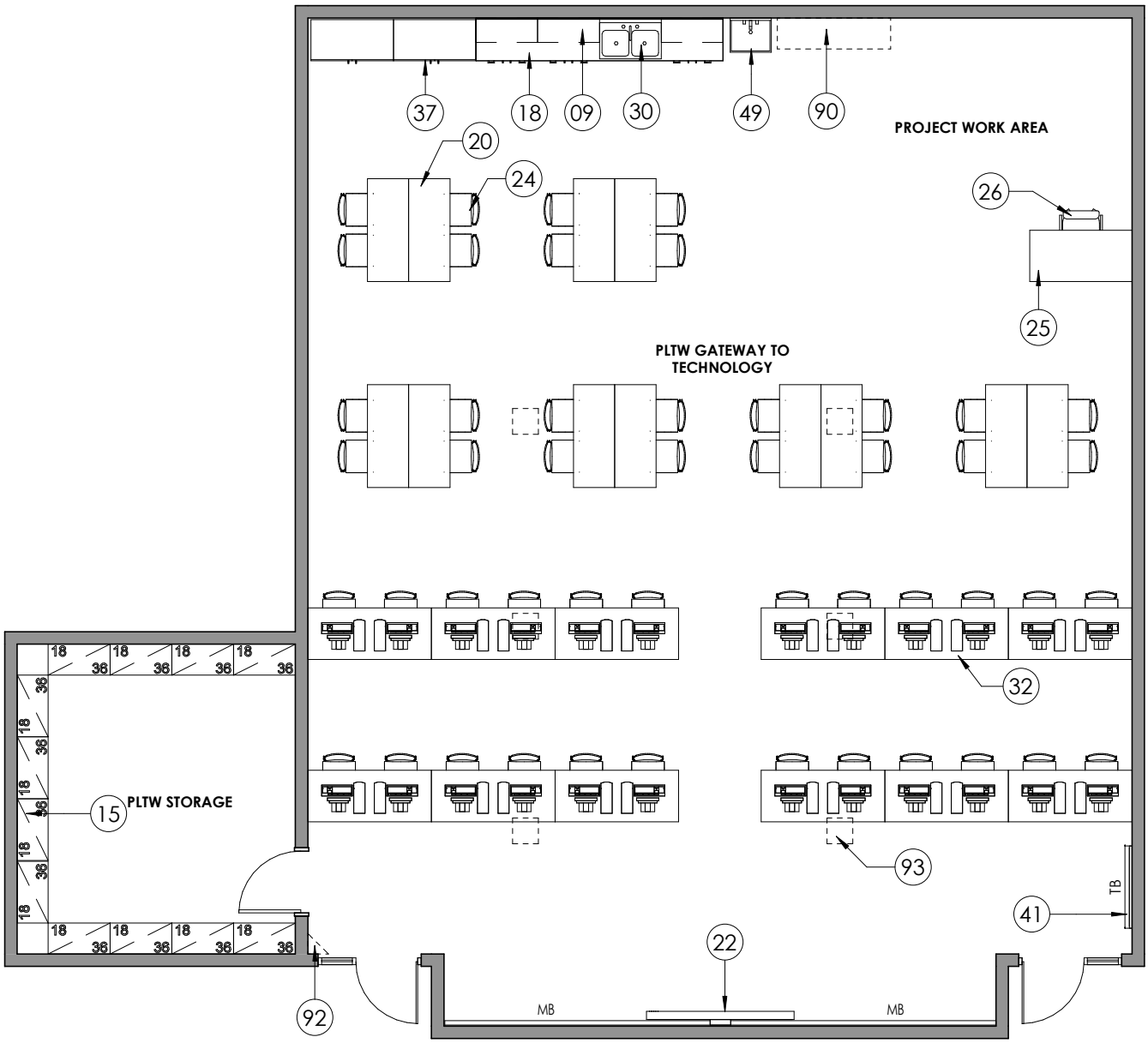
197

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 40 | MARKERBOARD |




198

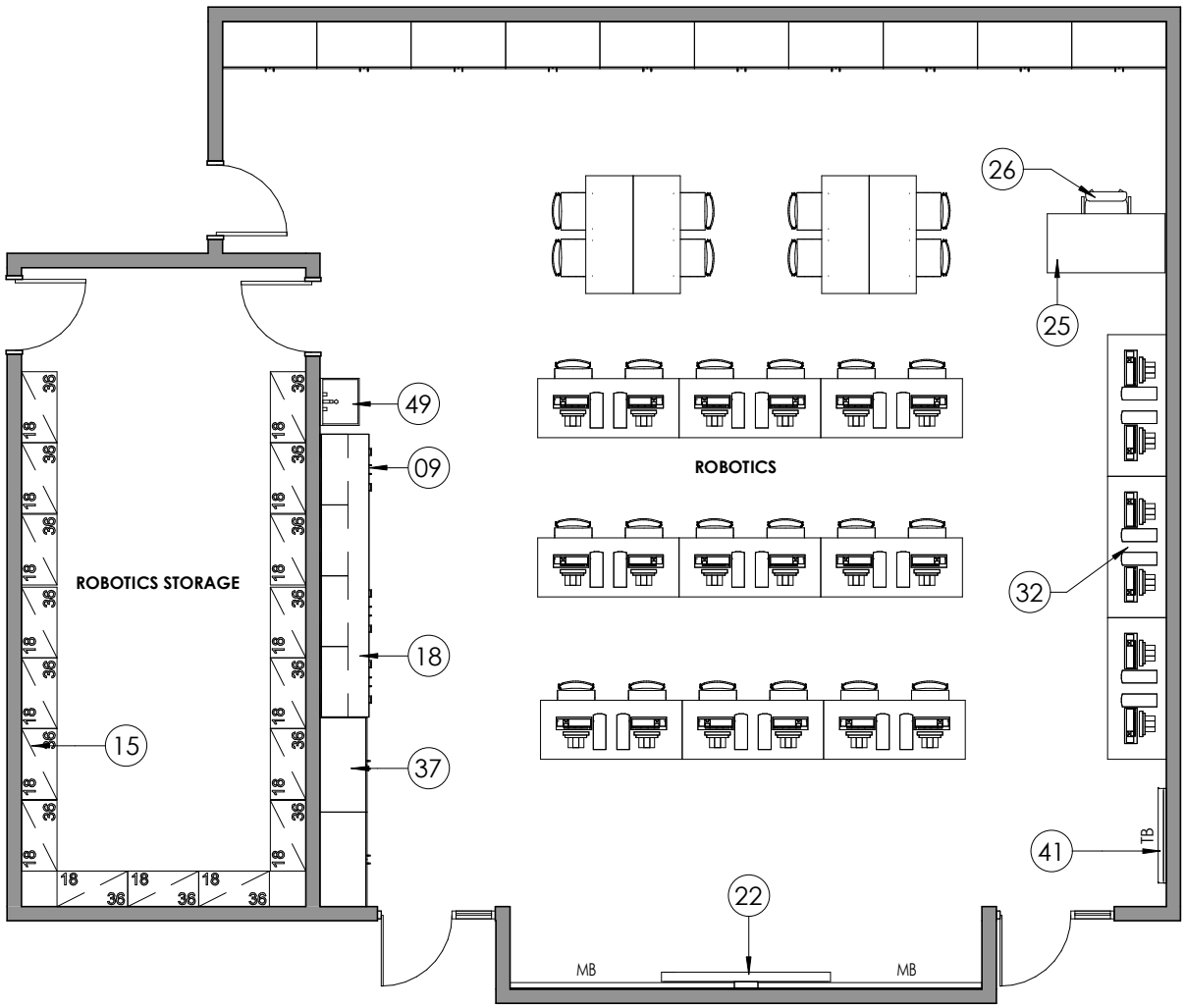
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 32 | COMPUTER DESK |
| 41 | TACKBOARD |




1. Provide 24 computer stations in PLTW labs.
2. Mobile charging.
3. Power reels.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |

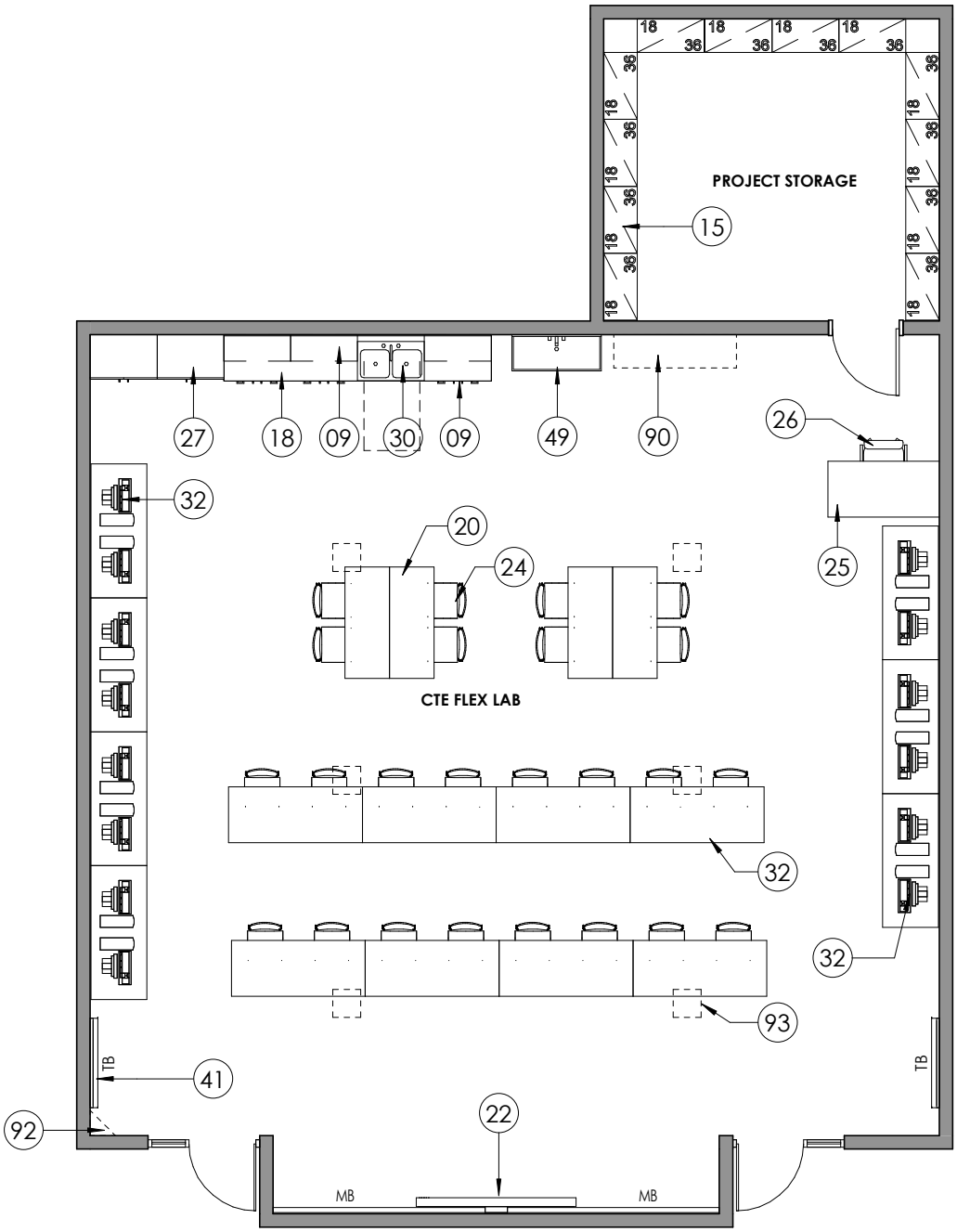
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 30 | ACCESSIBLE SINK |
| 32 | COMPUTER DESK |
| 37 | TALL STORAGE |
| 41 | TACKBOARD |
| 49 | UTILITY SINK |
| 90 | POWER FOR OF EQUIP |
| 92 | STUDENT DEVICE CHARGING STATION |
| 93 | OVERHEAD POWER REEL |




200

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 25 | TEACHER DESK |

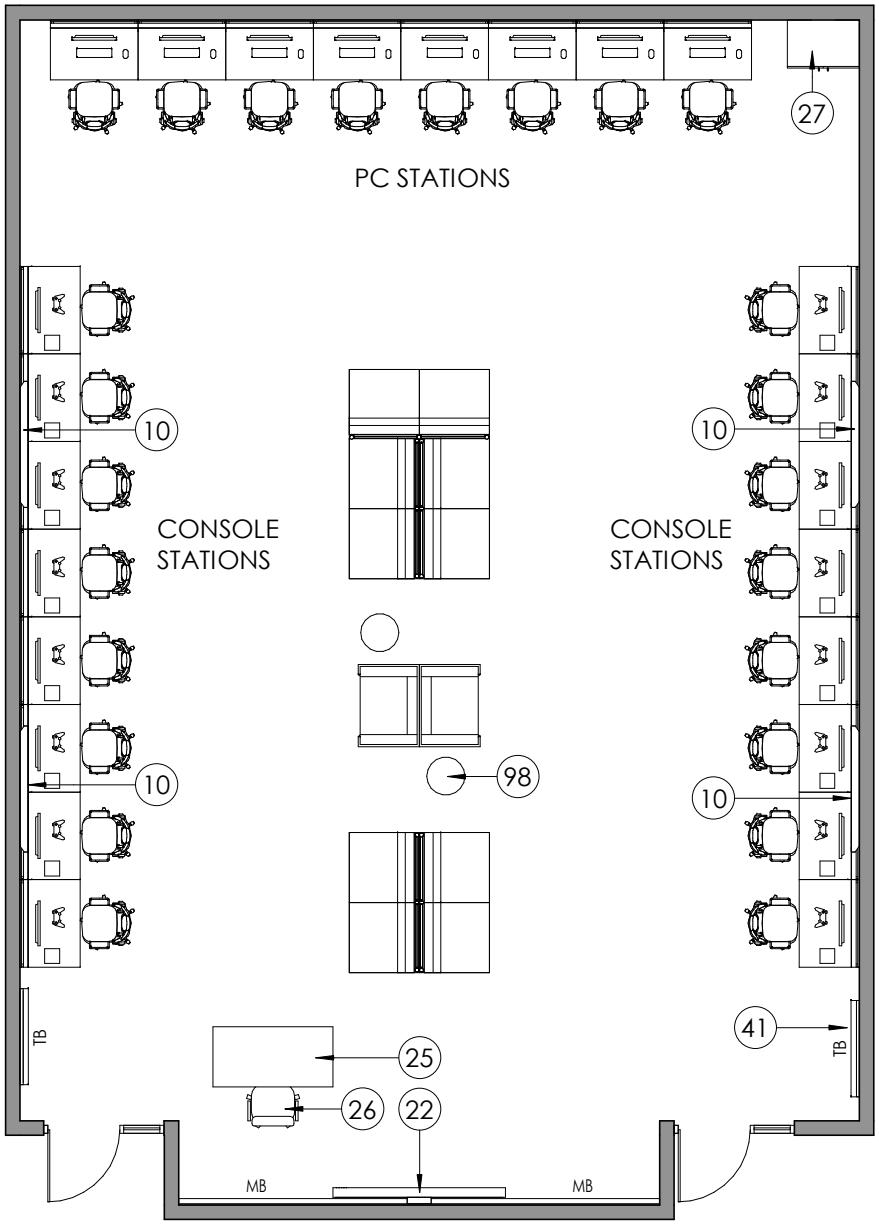
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 26 | TEACHER CHAIR |
| 32 | COMPUTER DESK |
| 37 | TALL STORAGE |
| 41 | TACKBOARD |
| 49 | UTILITY SINK |




201

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |

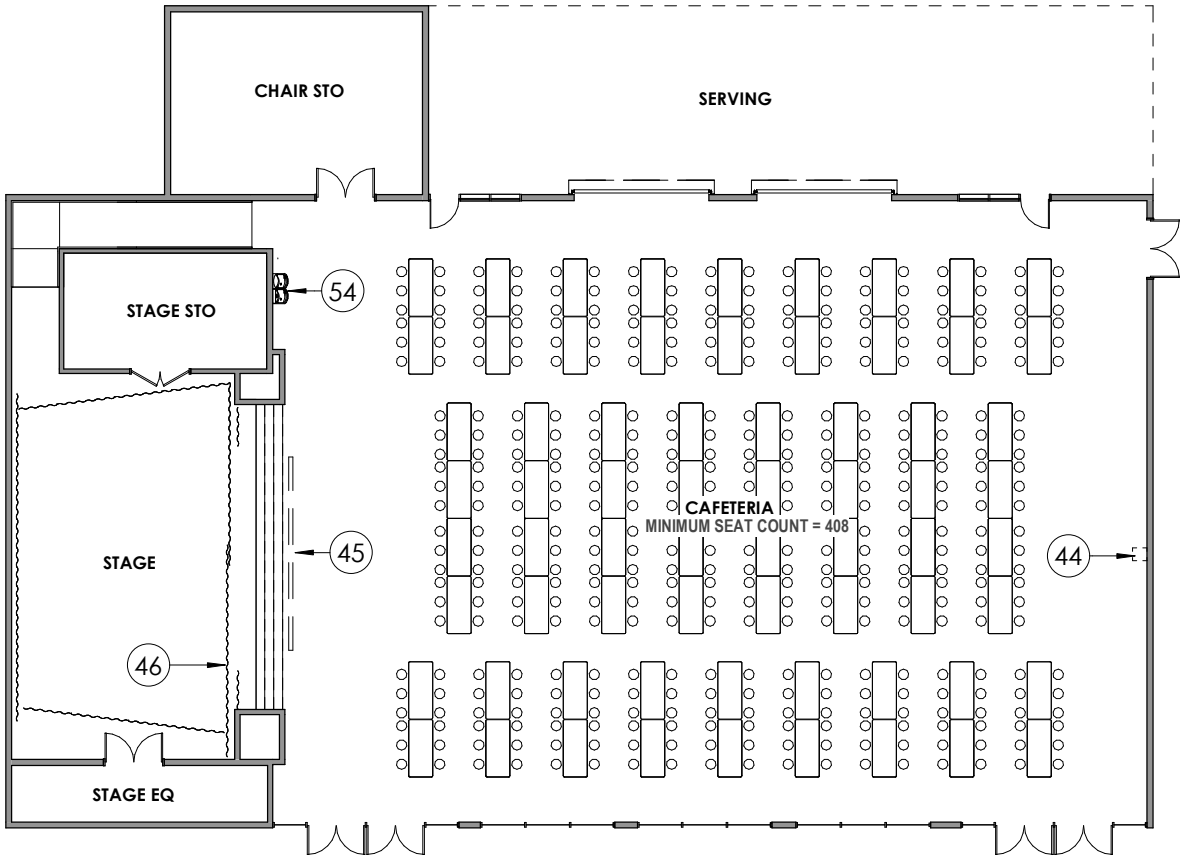
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 32 | COMPUTER DESK |
| 41 | TACKBOARD |
| 49 | UTILITY SINK |
| 90 | POWER FOR OF EQUIP |
| 92 | STUDENT DEVICE CHARGING STATION |
| 93 | OVERHEAD POWER REEL |




202

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 10 | FLAT PANEL DISPLAY |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 41 | TACKBOARD |
| 98 | ROLLING SIDE TABLE |

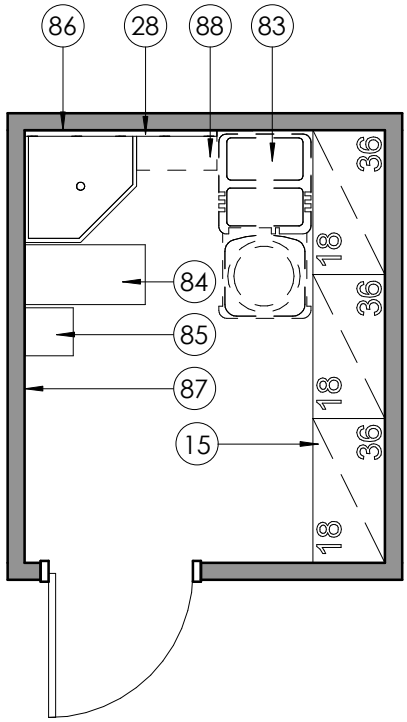
Indirect, dimmable light.




203

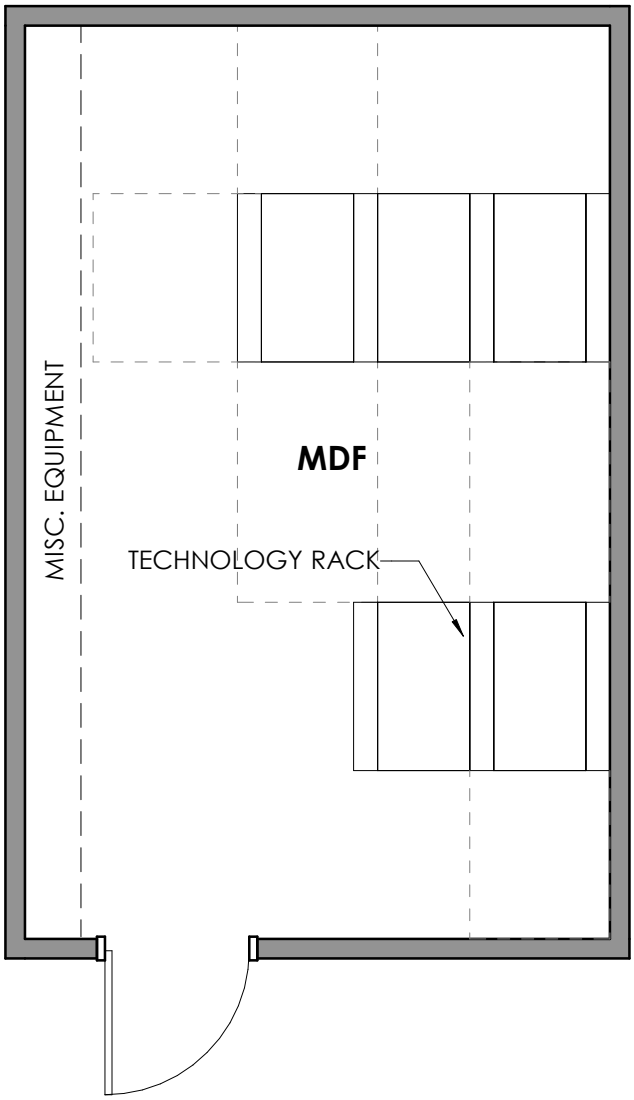
Stained wood sprung stage floor.

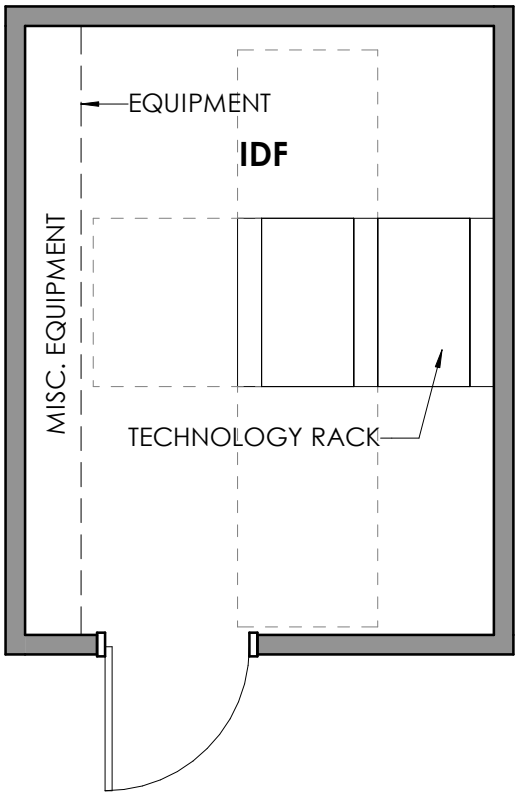
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 44 | PROJECTOR |
| 45 | MOTORIZED PROJECTION SCREEN |
| 46 | STAGE CURTAIN |
| 54 | WATER FOUNTAIN |




204

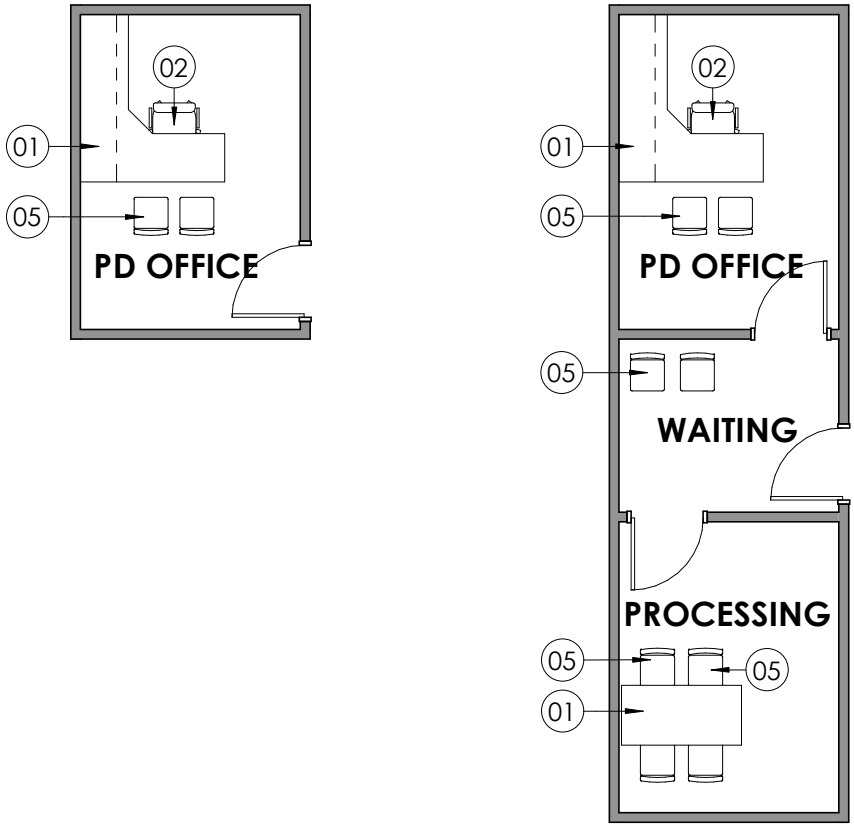
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 15 | METAL SHELVES |
| 28 | MOP AND BROOM HOLDER |
| 83 | TRASH CAN CART |
| 84 | MOP BUCKET |
| 85 | UPRIGHT VACUUM |
| 86 | STAINLESS STEEL WALL PANEL |
| 87 | POWER RECEPTACLE, CHARGING |
| 88 | CLEANING PRODUCT DISPENSER,PROVIDE WATER/POWER,OFCI |



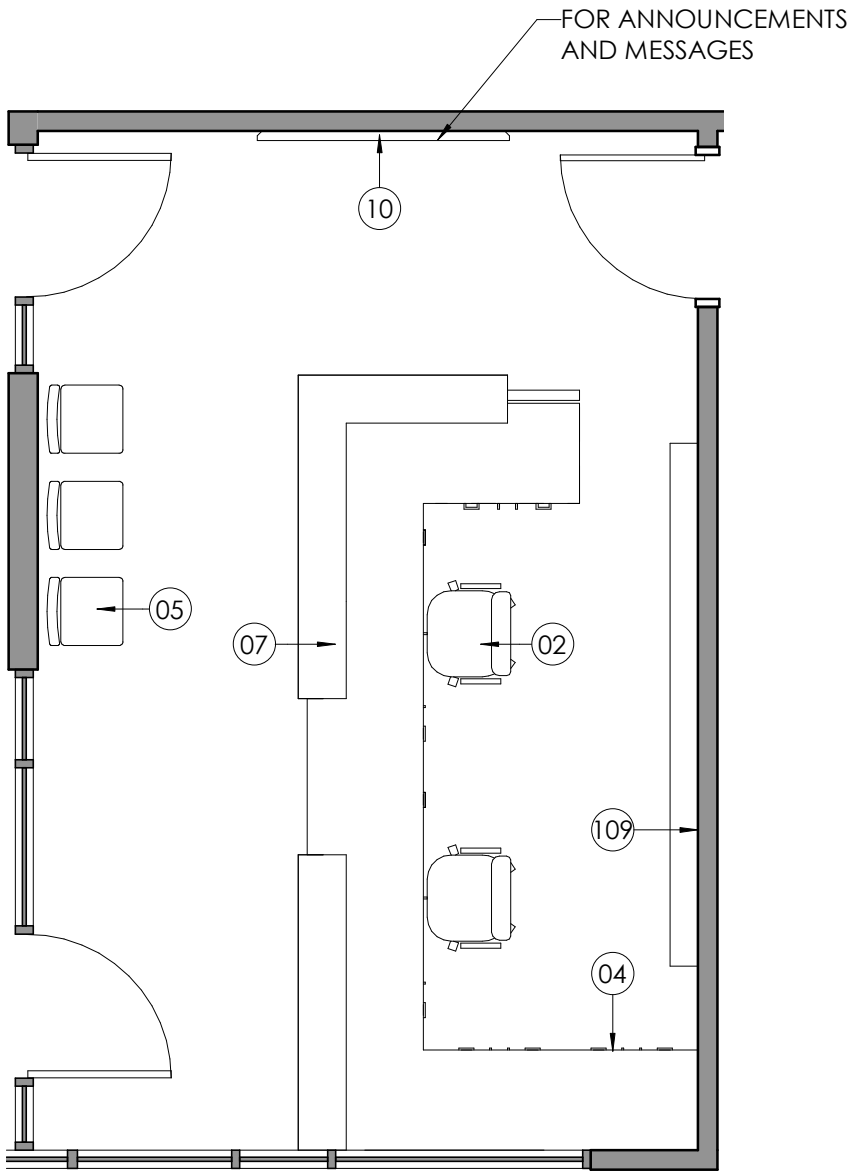

205

1. Room sizes and technology rack quantity may vary.
2. Card access door hardware.
3. IDF rooms should stack in multi-story wings, if possible.
4. Distance / separation from electrical rooms or other interference.



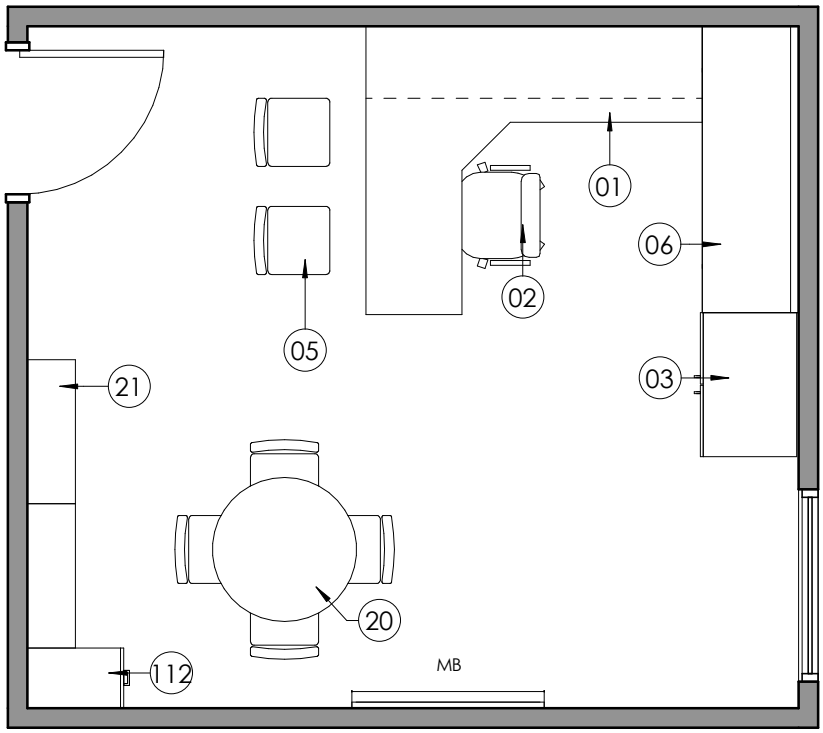

206

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |



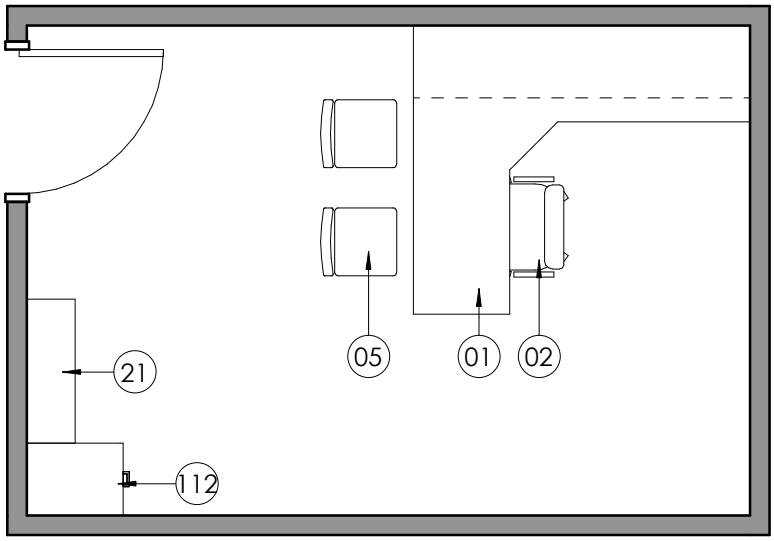

207

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 04 | CABINET |
| 05 | GUEST CHAIR |
| 07 | RECEPTION DESK |
| 10 | FLAT PANEL DISPLAY |
| 109 | SCHOOL SIGN / GRAPHICS |



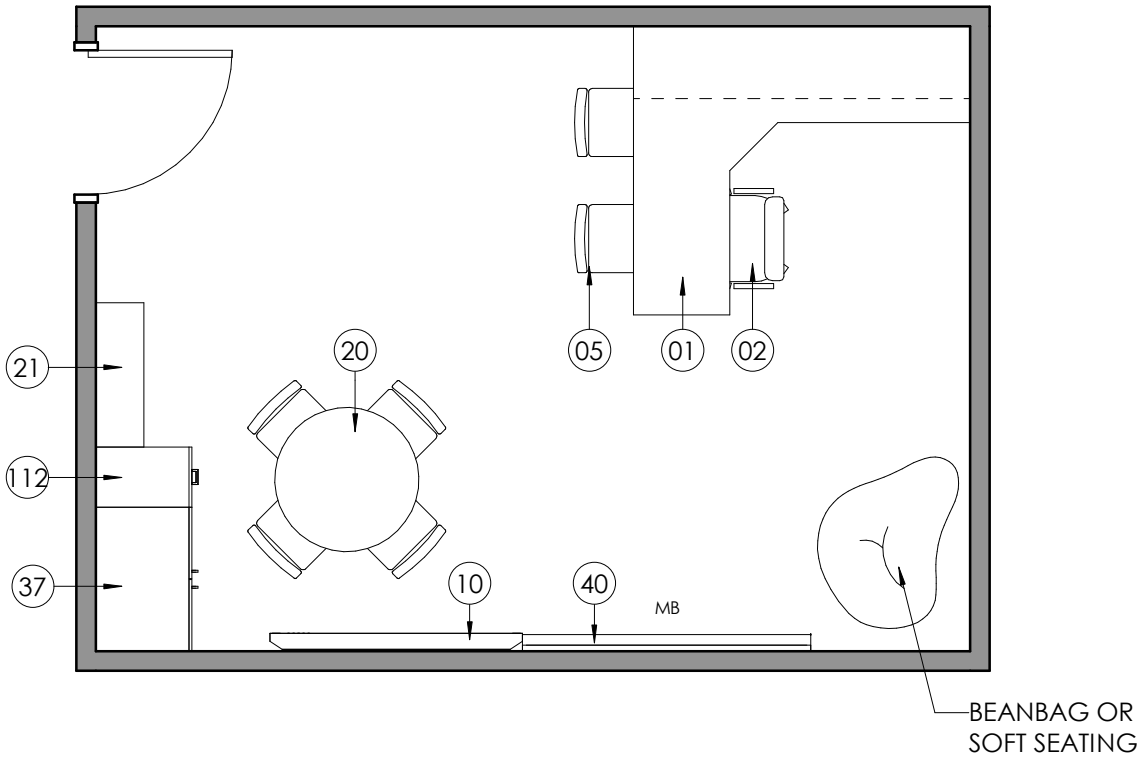

208

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 03 | WARDROBE |
| 05 | GUEST CHAIR |
| 06 | CREDENZA |
| 20 | TABLE AND CHAIRS |
| 21 | BOOKCASE |
| 112 | FILE CABINET |




209

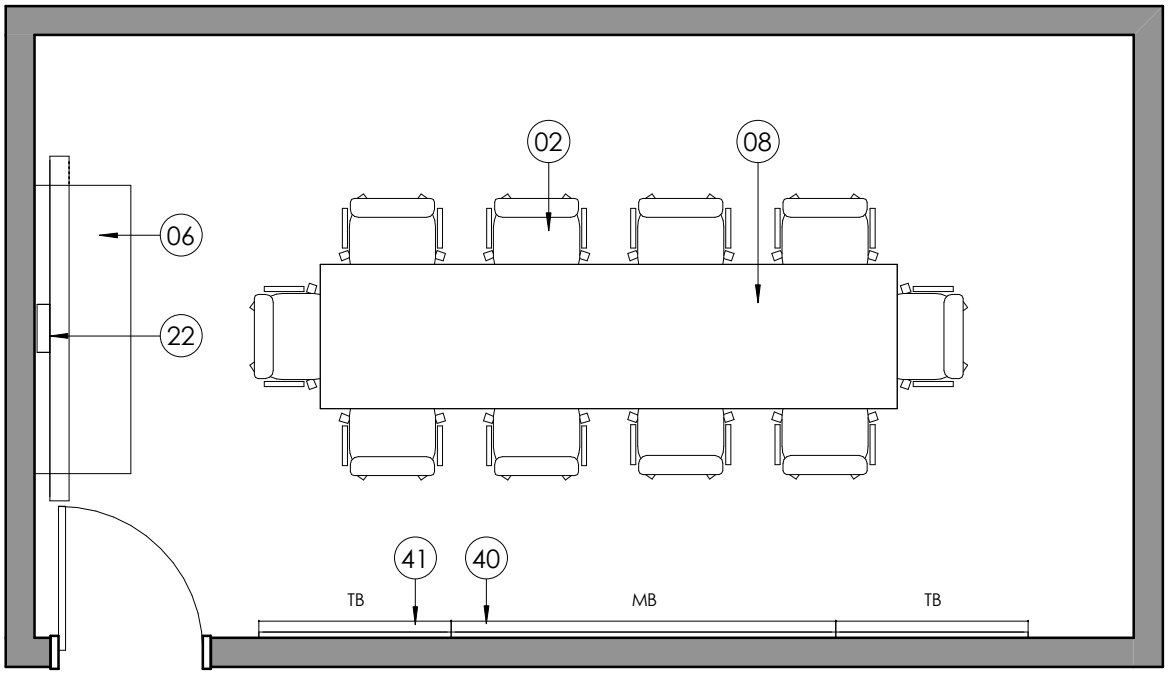
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 21 | BOOKCASE |
| 112 | FILE CABINET |




210

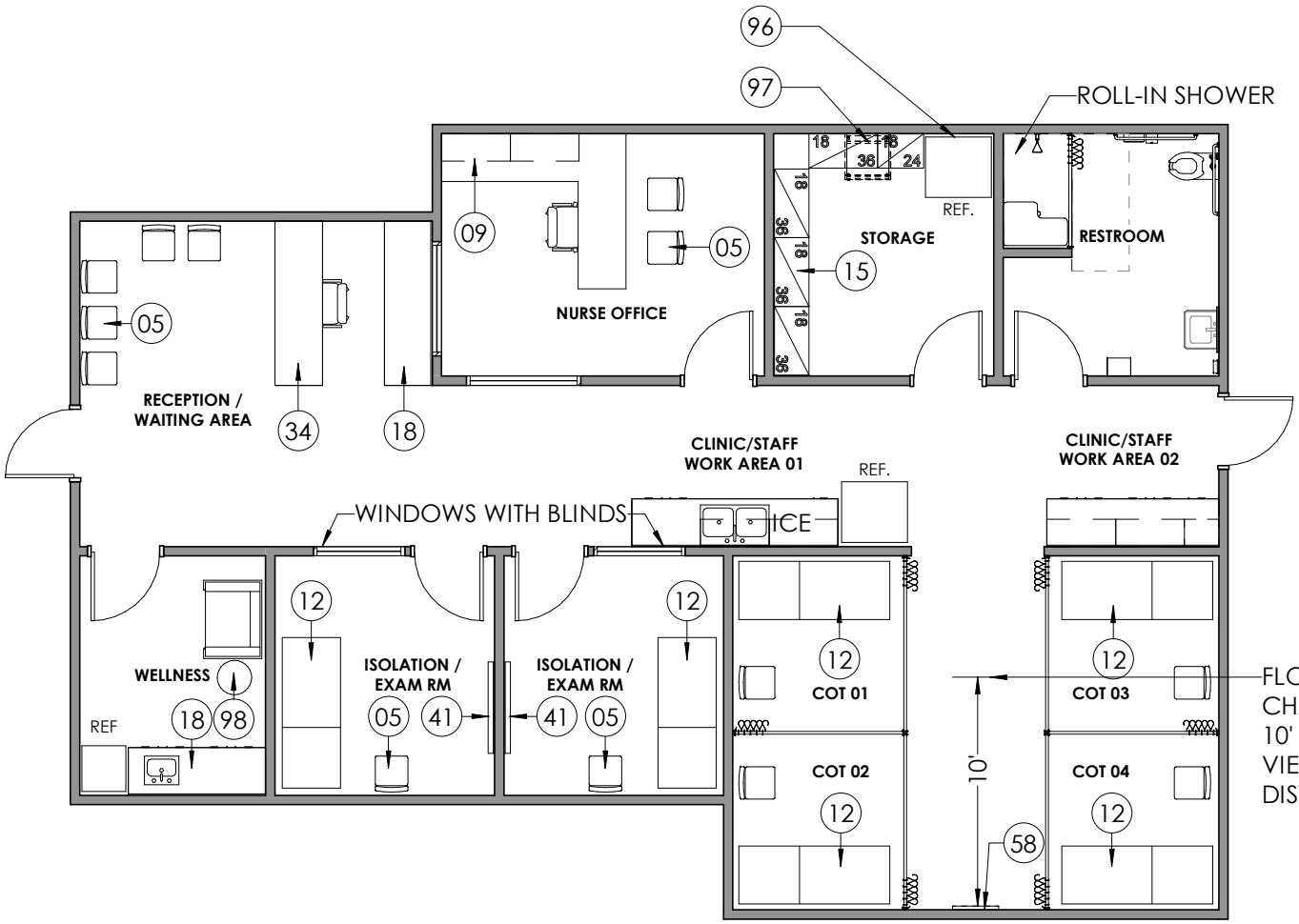
1. Acoustic privacy.
2. Space for four or five student small group meetings.
3. Calm space.
4. Storage for toys, sand tray, art supplies, other manipulatives.
5. Lighting: Dimmable, warm color temperature.
6. Flat panel display to share PowerPoint or other presentation.
7. Conference rooms are not conducive to counseling.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 10 | FLAT PANEL DISPLAY |
| 20 | TABLE AND CHAIRS |
| 21 | BOOKCASE |
| 37 | TALL STORAGE |
| 40 | MARKERBOARD |
| 112 | FILE CABINET |




211

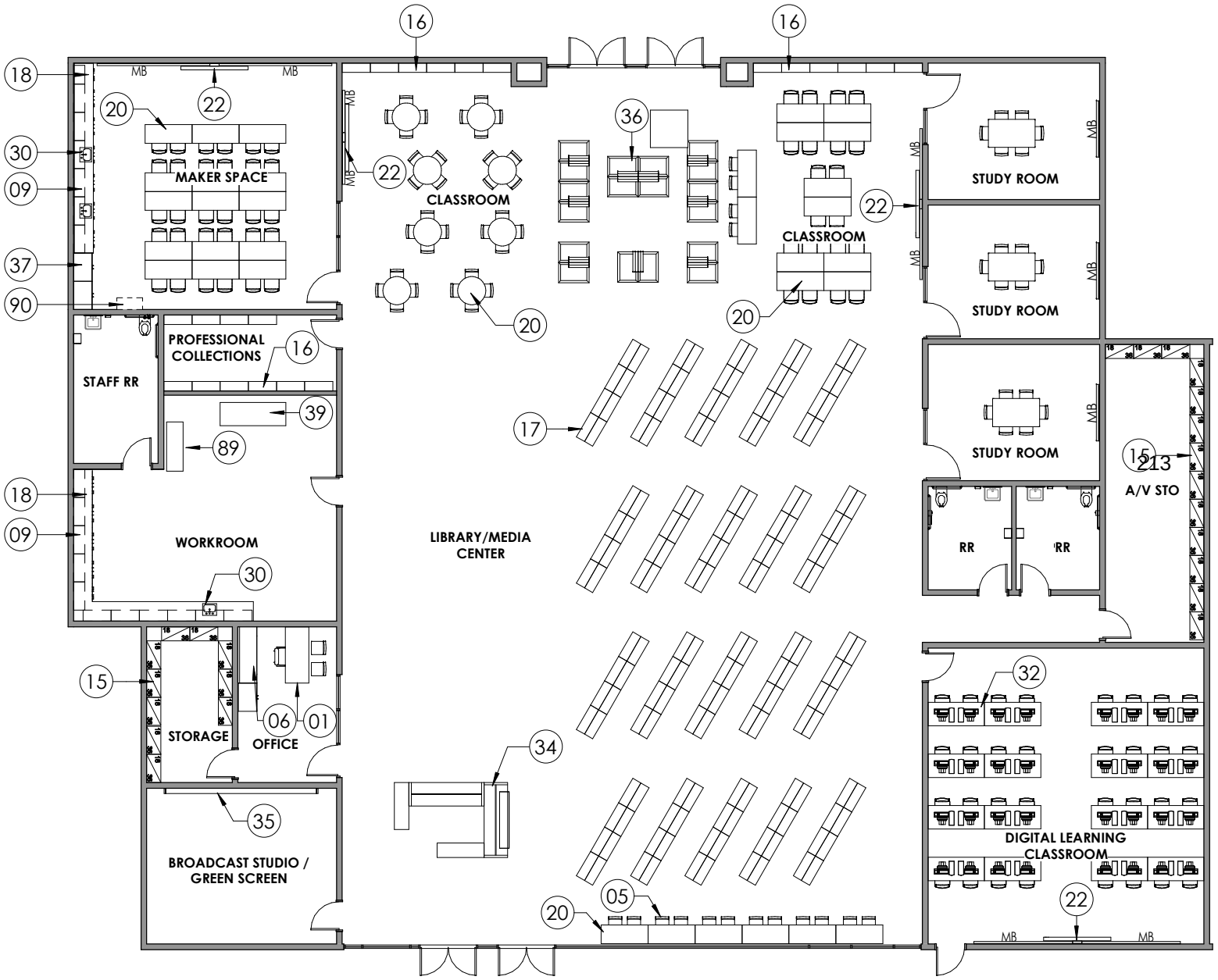
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 06 | CREDENZA |
| 08 | CONFERENCE TABLE |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |




1. All locking cabinets, some tote trays.
2. Eye chart with 10' viewing distance / distance indicator.
3. Trauma "STB" Stop The Bleeding Kit.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 05 | GUEST CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 12 | COT |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 34 | CIRCULATION DESK |

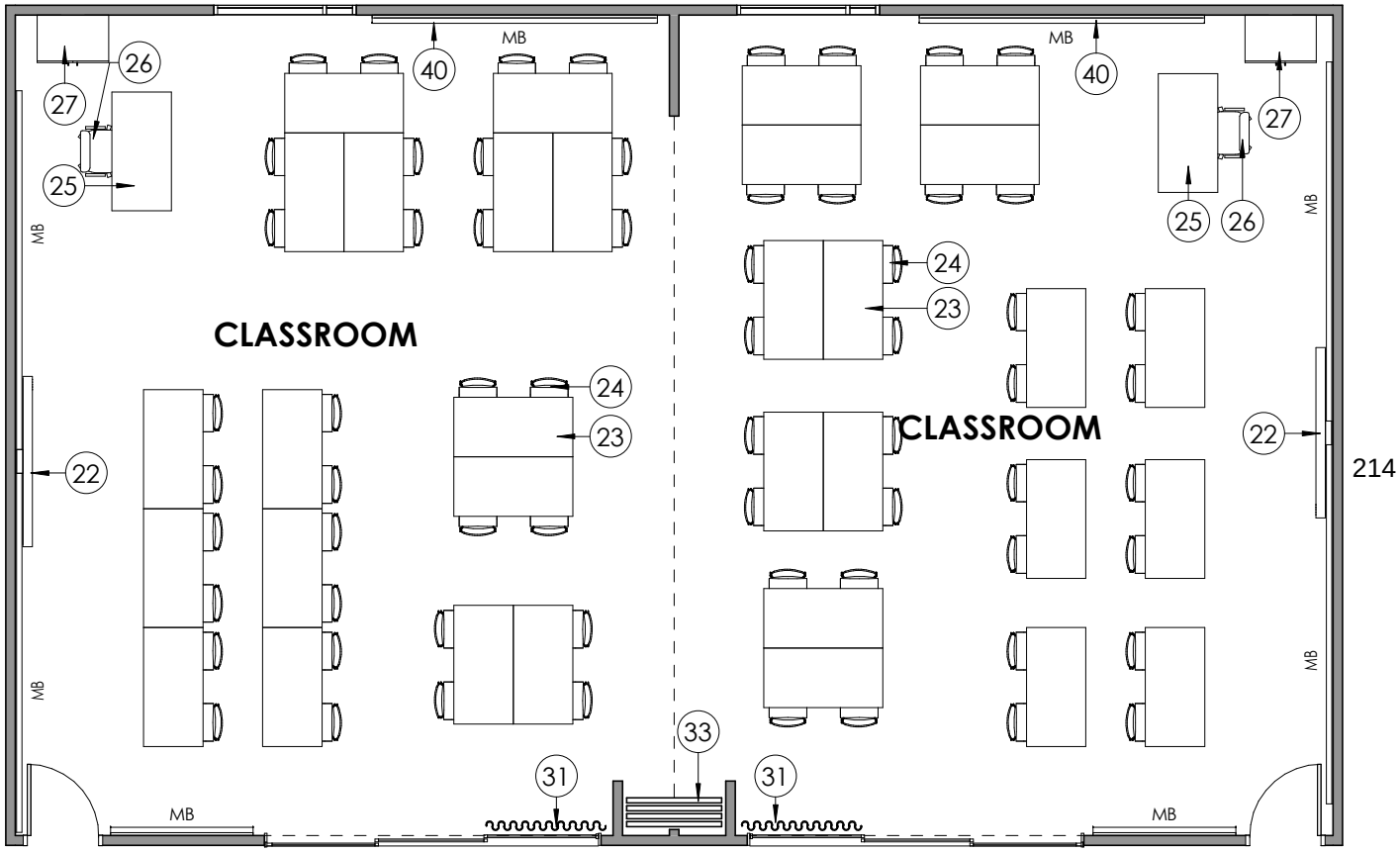
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 41 | TACKBOARD |
| 58 | EYE CHART |
| 96 | SECURE MEDICATION FRIDGE |
| 97 | SHOT CLINIC FREEZER, OFOI |
| 98 | ROLLING SIDE TABLE |



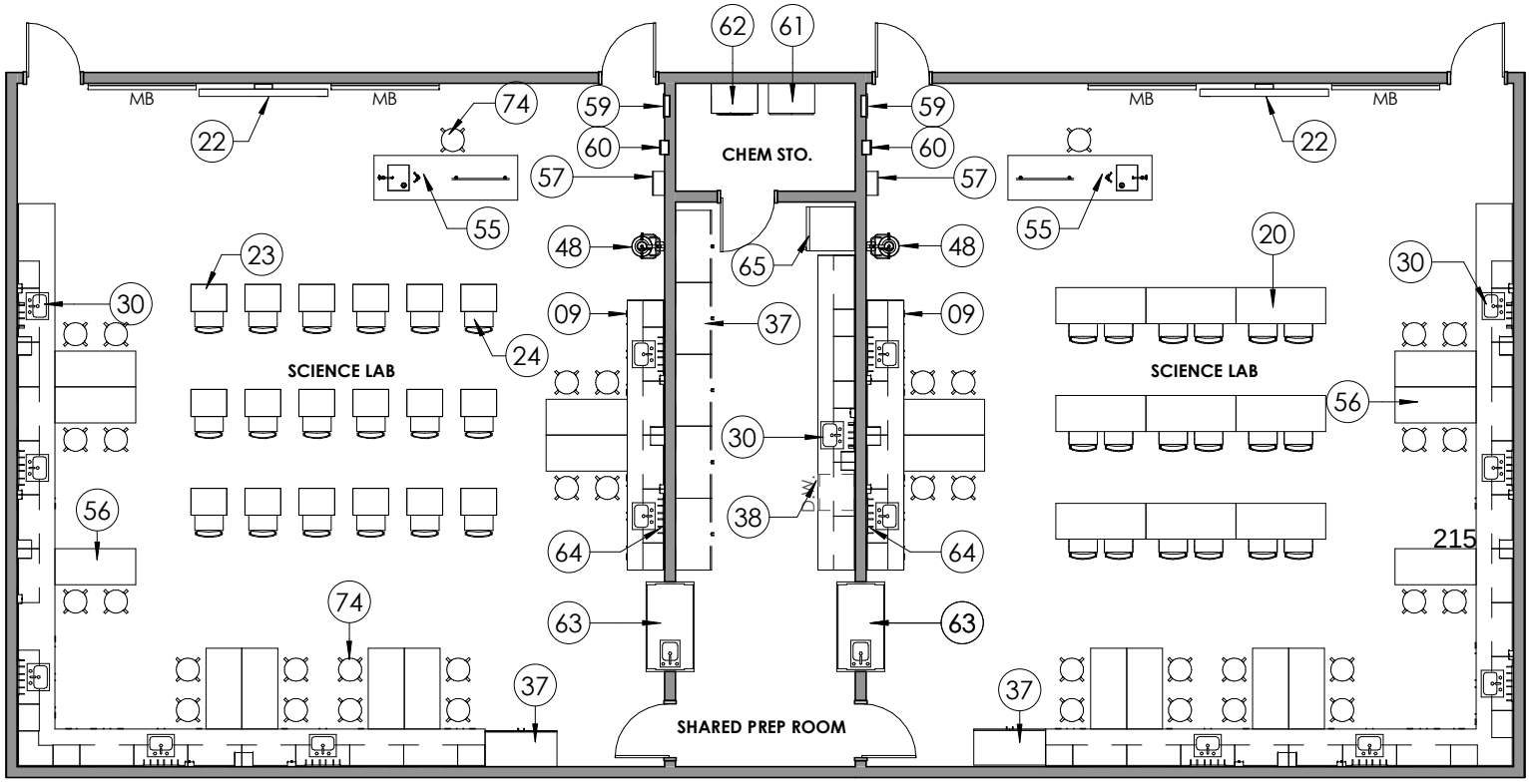

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 05 | GUEST CHAIR |
| 06 | CREDENZA |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 16 | TALL LIBRARY SHELF |
| 17 | SHORT MOBILE LIBRARY SHELF |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 30 | ACCESSIBLE SINK |
| 32 | COMPUTER DESK |
| 34 | CIRCULATION DESK |
| 35 | GREEN SCREEN |
| 36 | FURNITURE |
| 37 | TALL STORAGE |
| 39 | WORK TABLE |
| 89 | LAMINATOR,OFOI |
| 90 | POWER FOR OF EQUIP |

1. BYOD charging stations.
2. Two computer or iPAD stations for student use.

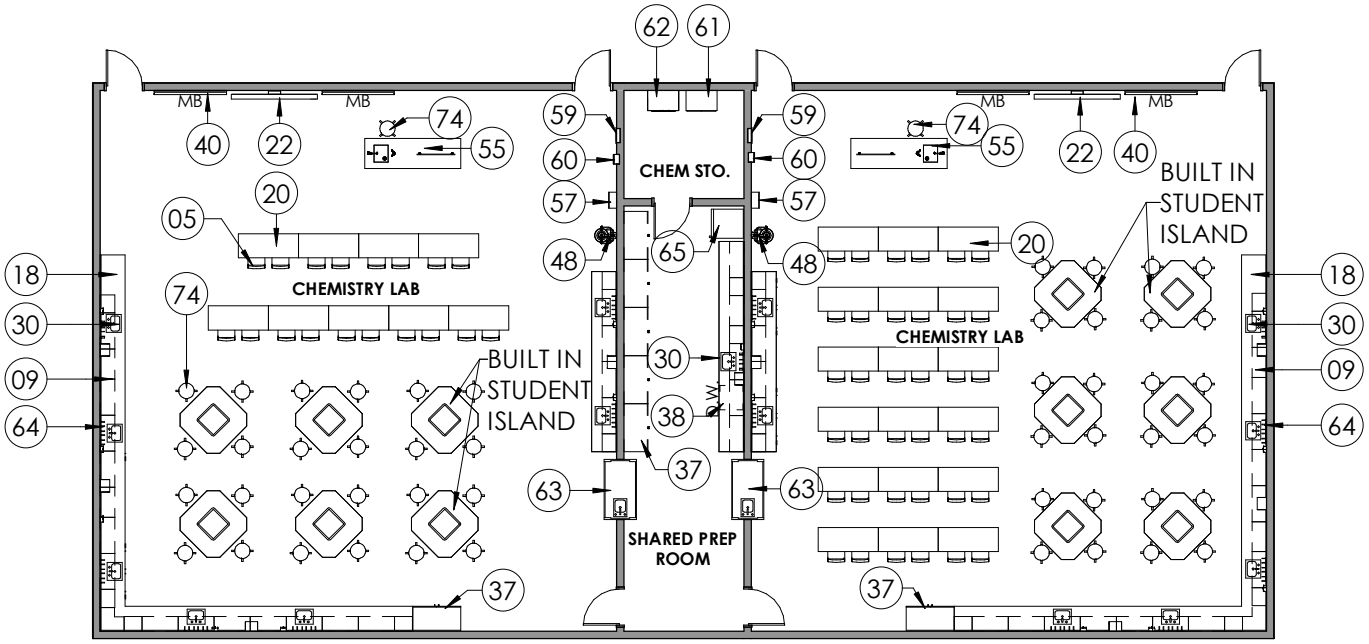



| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 23 | STUDENT DESK |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 31 | PRIVACY CURTAIN |
| 33 | FOLDING PARTITION |
| 40 | MARKERBOARD |



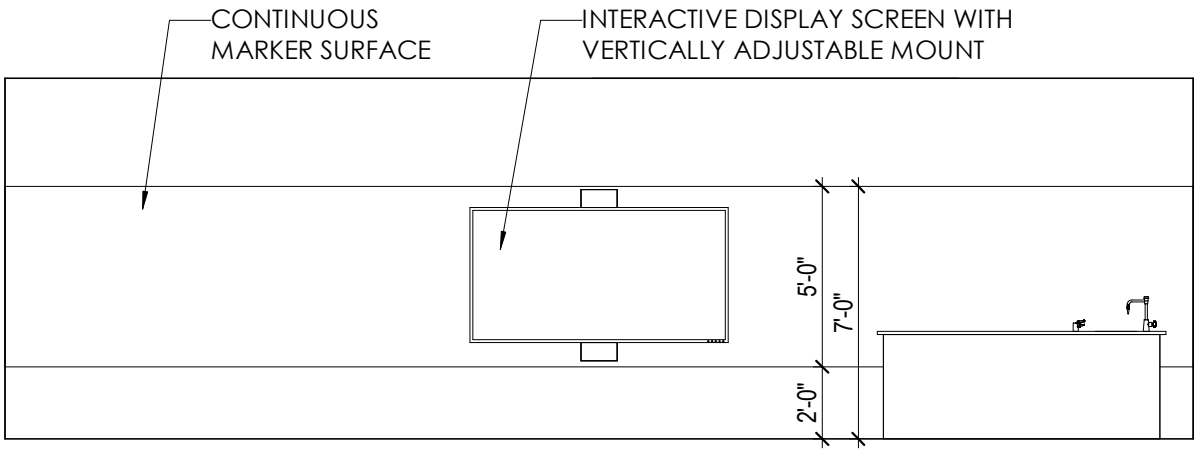

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 20 | TABLE AND CHAIRS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 23 | STUDENT DESK |
| 24 | STUDENT CHAIR |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 38 | DISHWASHER |
| 48 | EMERGENCY SHOWER/EMERGENCY EYEWASH |
| 55 | DEMONSTRATION TABLE AND TEACHER DESK |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 56 | SCIENCE LAB TABLE |
| 57 | FIRE BLANKET CABINET |
| 59 | GOGGLE CABINET |
| 60 | FIRE EXTINGUISHER CABINET |
| 61 | ACID STORAGE CABINET |
| 62 | FLAMMABLE STORAGE CABINET |
| 63 | FUME HOOD |
| 64 | DRYING RACK |
| 65 | REFRIGERATOR |
| 74 | STOOL |




| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 05 | GUEST CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 38 | DISHWASHER |
| 40 | MARKERBOARD |
| 48 | EMERGENCY SHOWER/EMERGENCY EYEWASH |

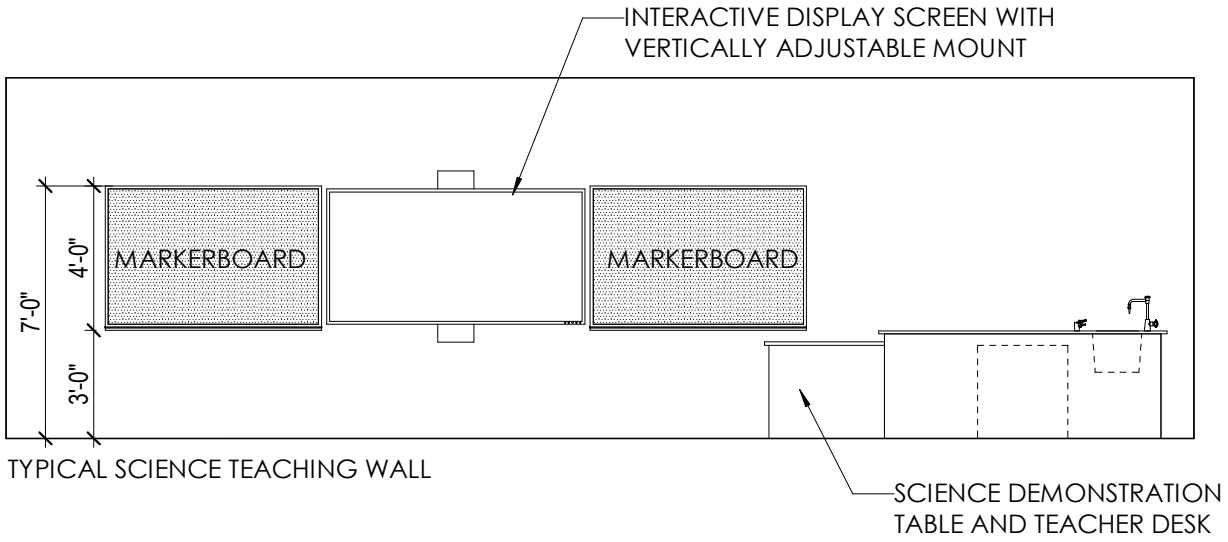
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 55 | DEMONSTRATION TABLE AND TEACHER DESK |
| 57 | FIRE BLANKET CABINET |
| 59 | GOGGLE CABINET |
| 60 | FIRE EXTINGUISHER CABINET |
| 61 | ACID STORAGE CABINET |
| 62 | FLAMMABLE STORAGE CABINET |
| 63 | FUME HOOD |
| 64 | DRYING RACK |
| 65 | REFRIGERATOR |
| 74 | STOOL |



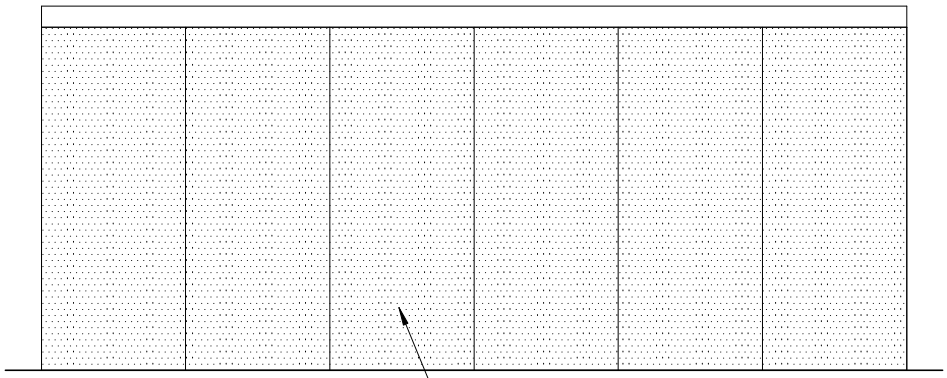

TYPICAL TEACHING WALL

217

Include marker board on second wall when wall space allows.



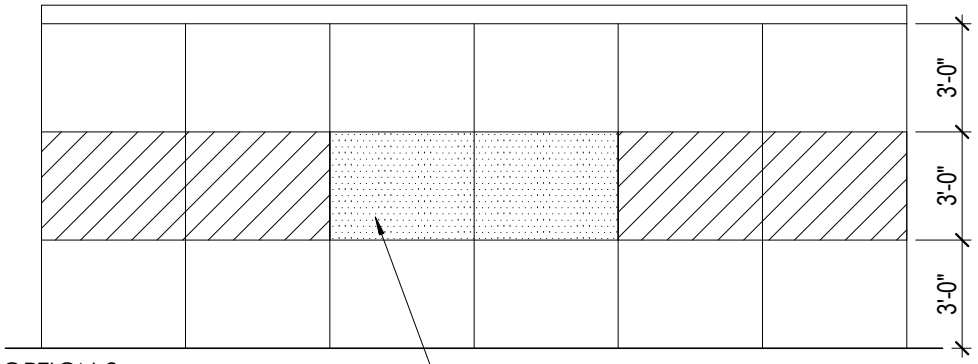

TYPICAL SCIENCE TEACHING WALL



OPTION 1

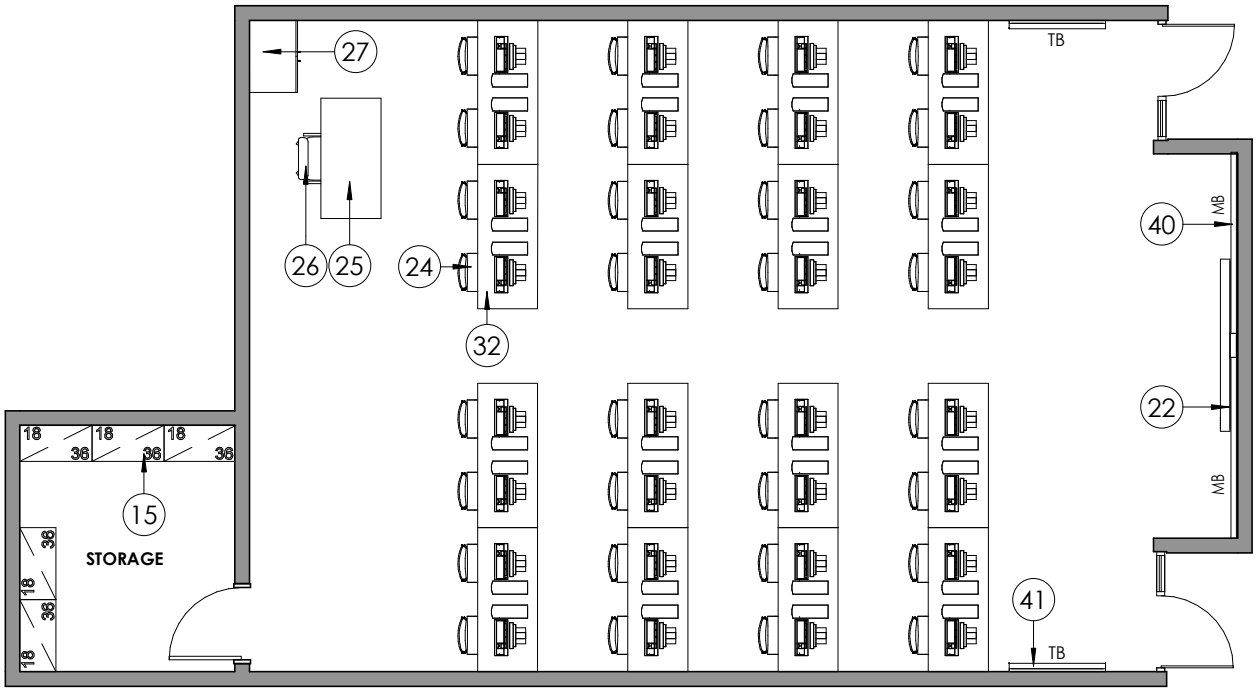
CONTINUOUS MAGNETIC, MARKER SURFACE, TOP TO BOTTOM

218



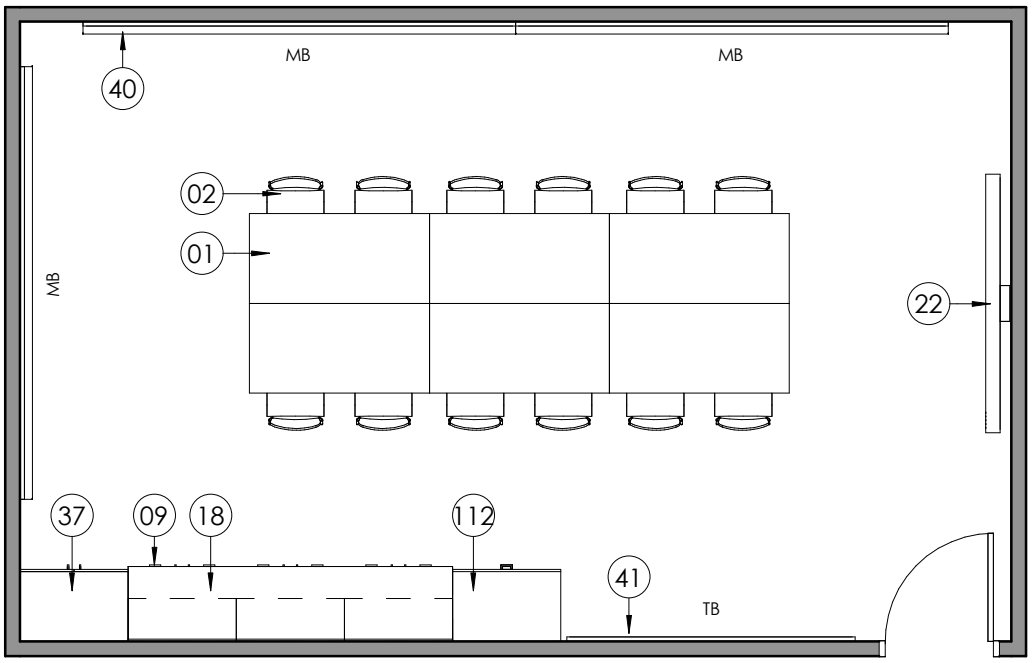

OPTION 2

SURFACE MAY VARY BY PANEL AND BY SIDE:
MARKER SURFACE
TACK SURFACE
VINYL
OTHER



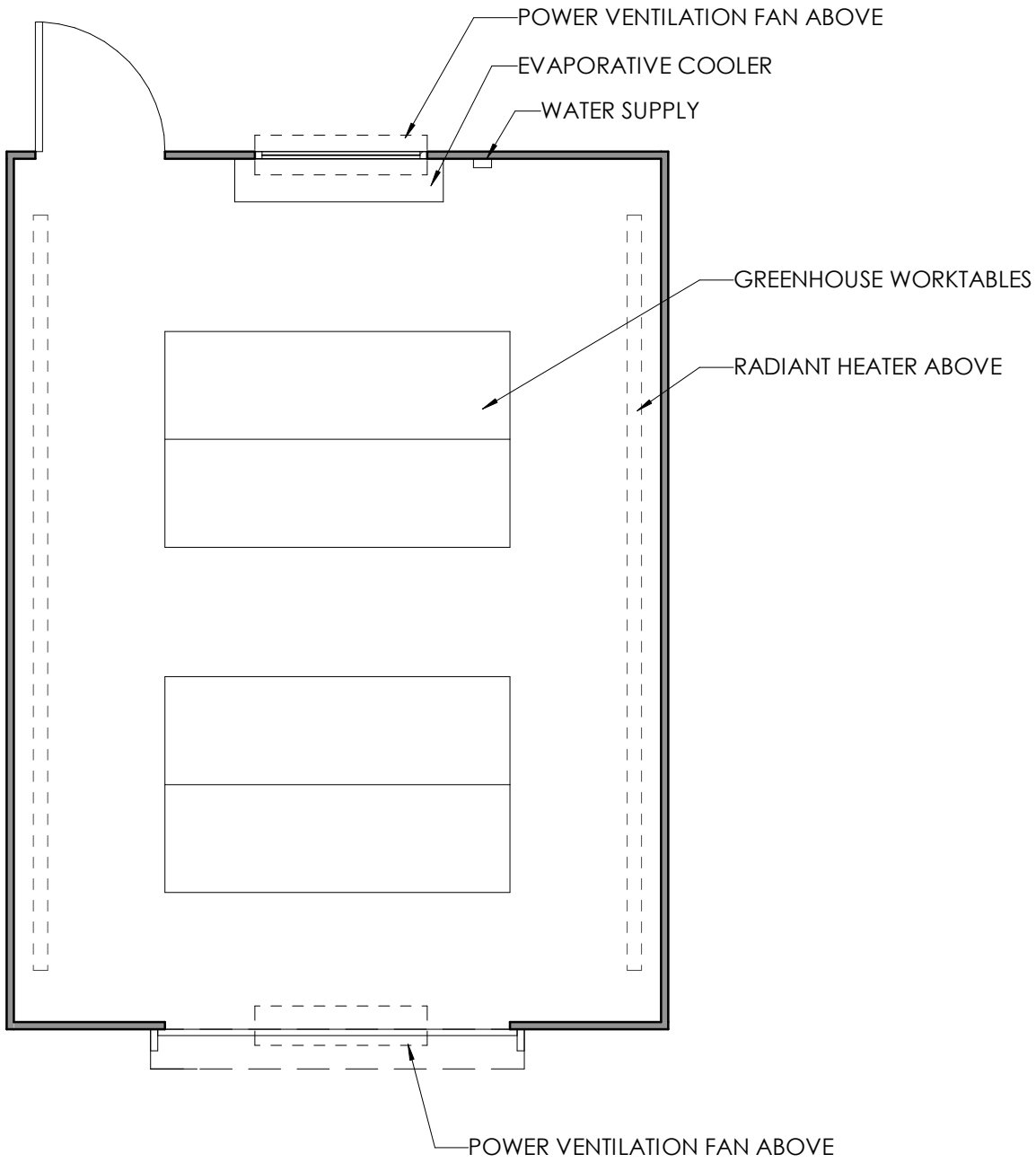

219

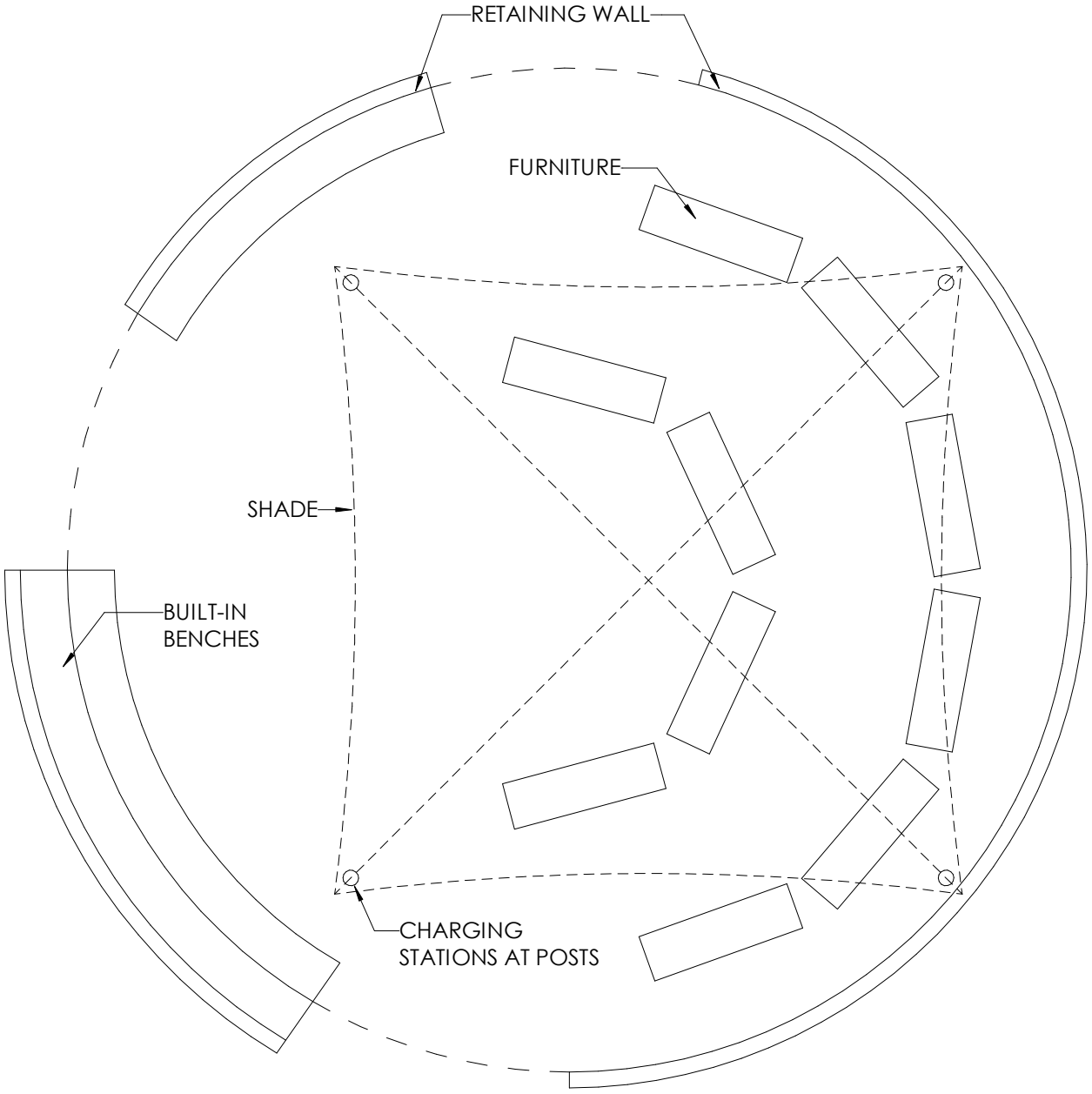
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 15 | METAL SHELVES |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 32 | COMPUTER DESK |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |




220

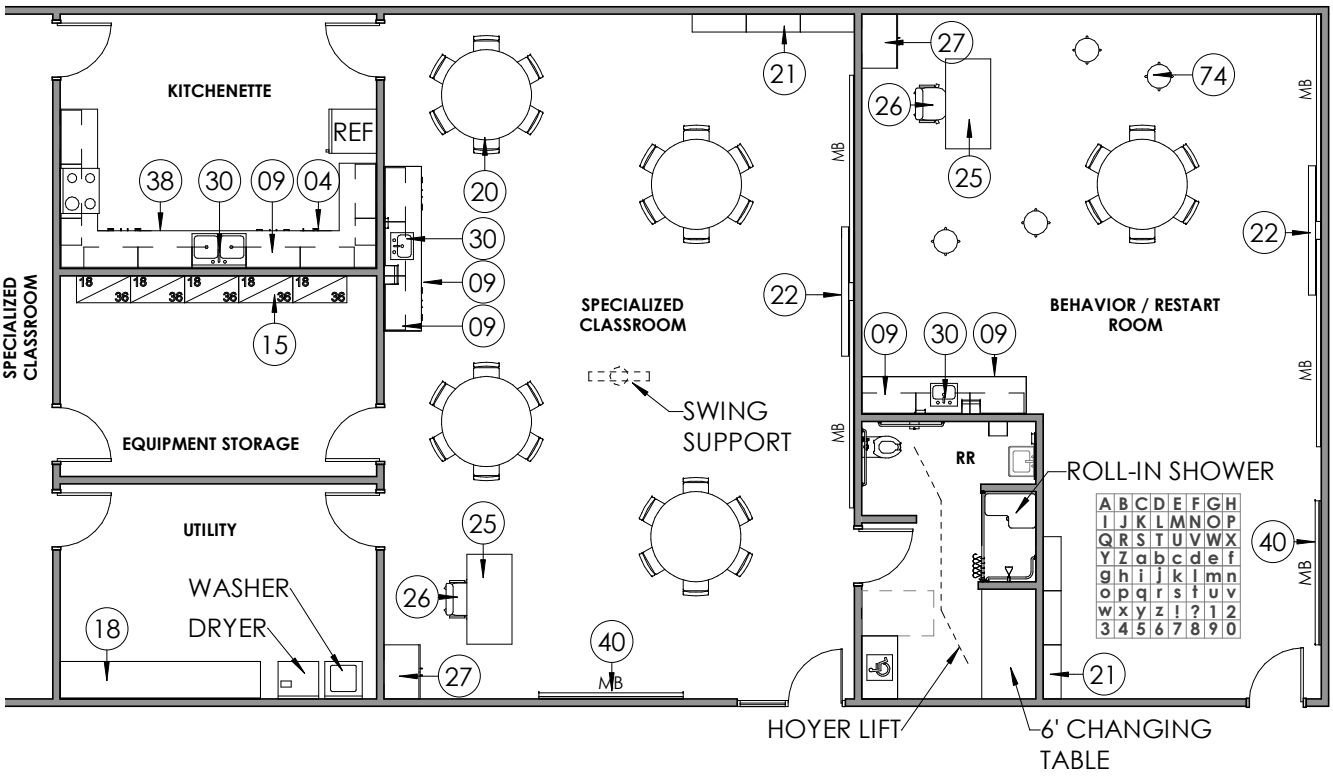
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 37 | TALL STORAGE |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |
| 112 | FILE CABINET |

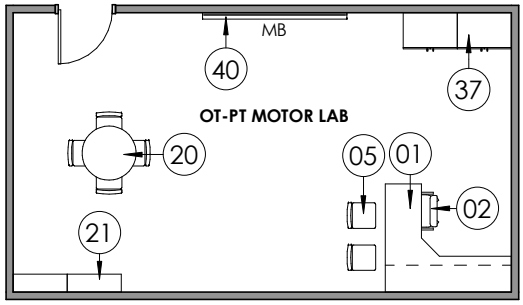

POWER VENTILATION FAN ABOVE
EVAPORATIVE COOLER
WATER SUPPLY
GREENHOUSE WORKTABLES
RADIANT HEATER ABOVE
221
POWER VENTILATION FAN ABOVE




222

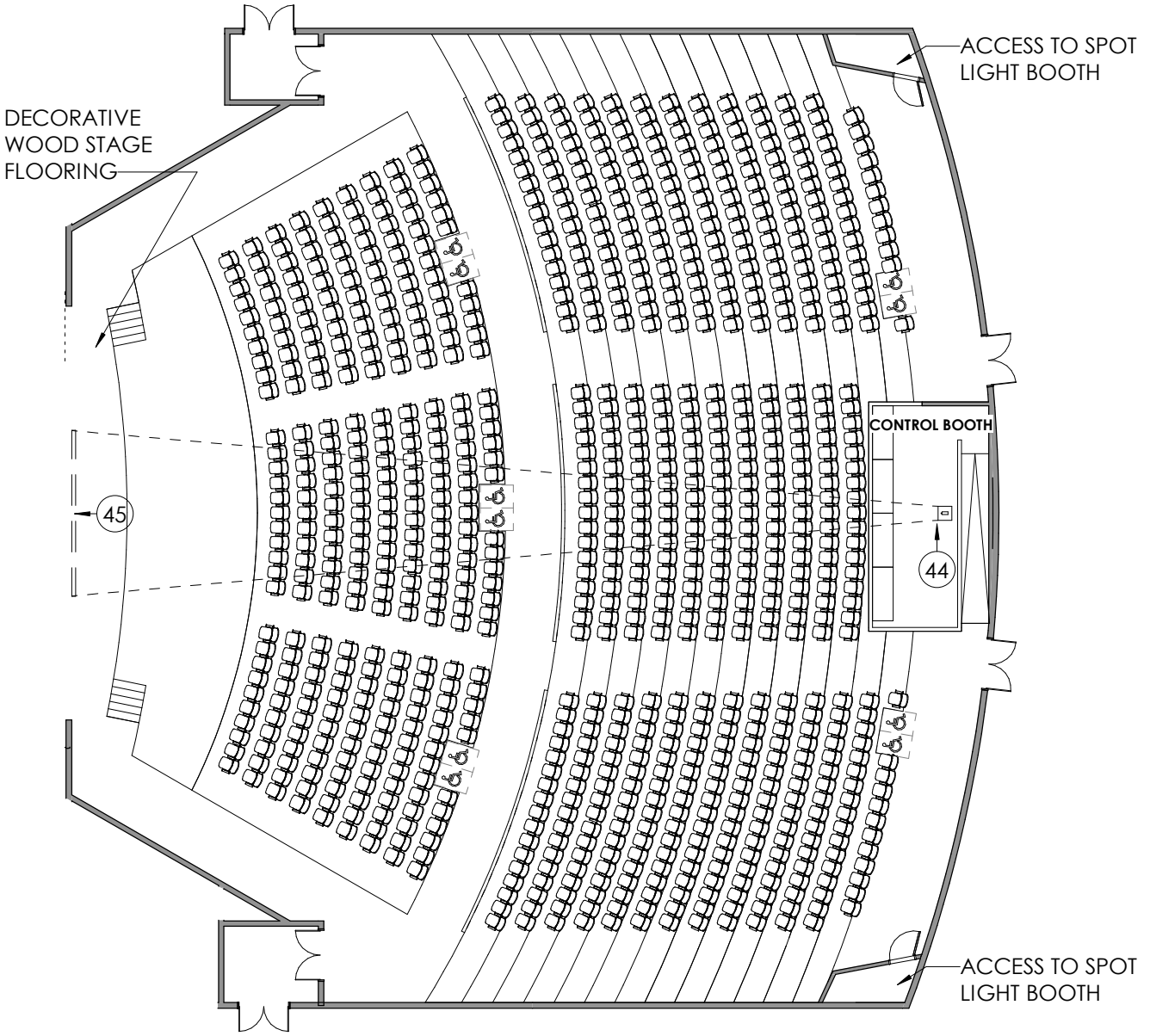
1. Shade
2. Fixed seating
3. Mobile tables and seating
4. Charging stations
5. Secura area (courtyard, screen wall, or fence



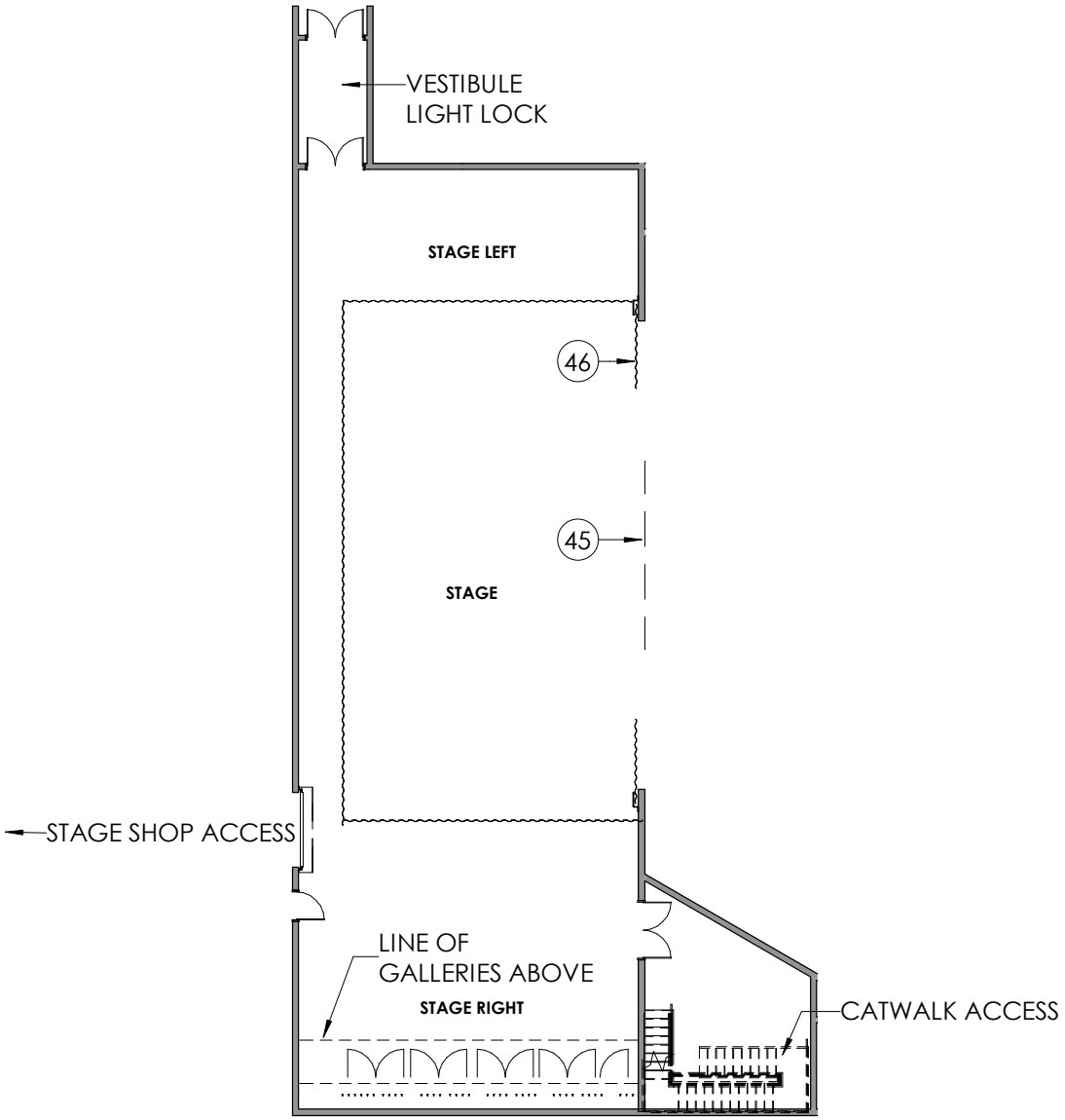

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 04 | CABINET |
| 05 | GUEST CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 21 | BOOKCASE |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 38 | DISHWASHER |
| 40 | MARKERBOARD |
| 74 | STOOL |




**944 SEATS & 10 ACCESSIBLE SPACES**

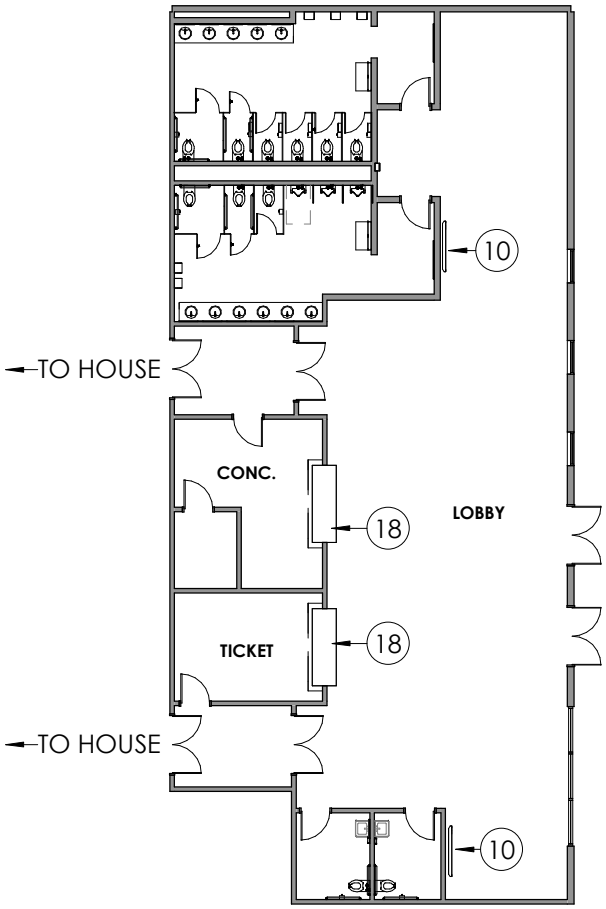
1. Acoustical designer required for all performance and music spaces.
2. Theatrical lighting and rigging designer is required for PAC and Black Box.




225

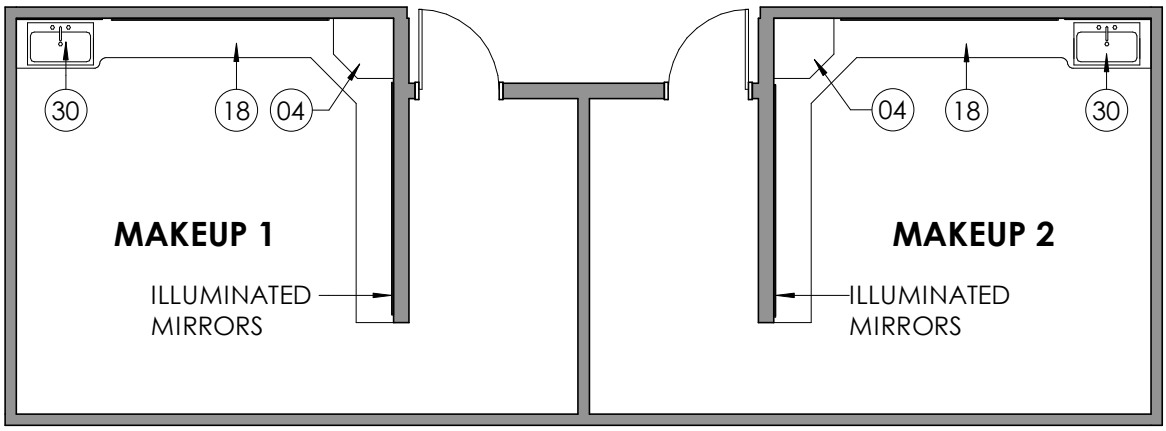
1. Acoustical designer required for all performance and music spaces.
2. Theatrical lighting and rigging designer is required for PAC and Black Box.
3. Full acoustic shell and clouds with off stage storage.
4. Full fly system, gridiron.
5. Stained wood sprung stage floor.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 45 | MOTORIZED PROJECTION SCREEN |
| 46 | STAGE CURTAIN |



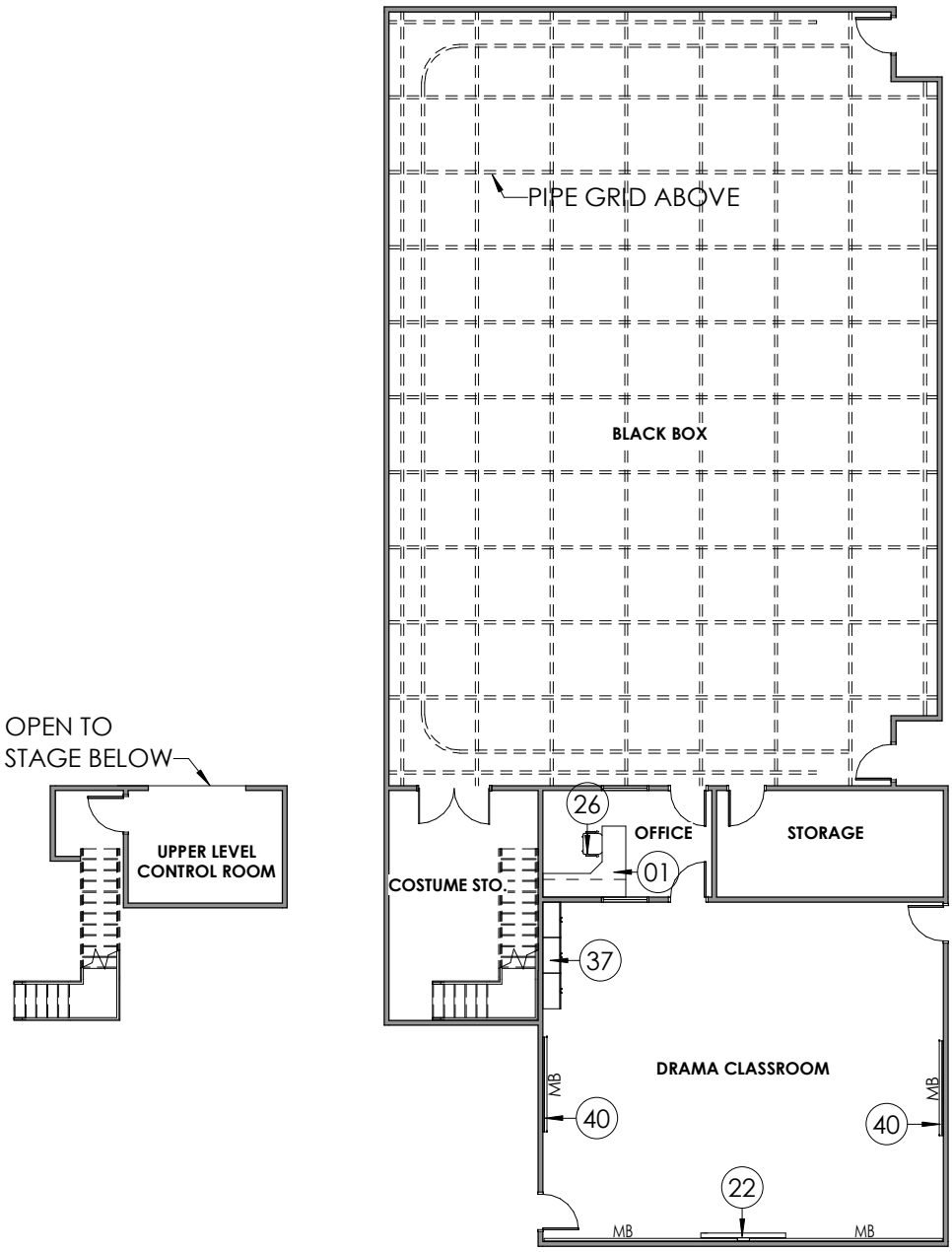

226

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 10 | FLAT PANEL DISPLAY |
| 18 | COUNTER |




227

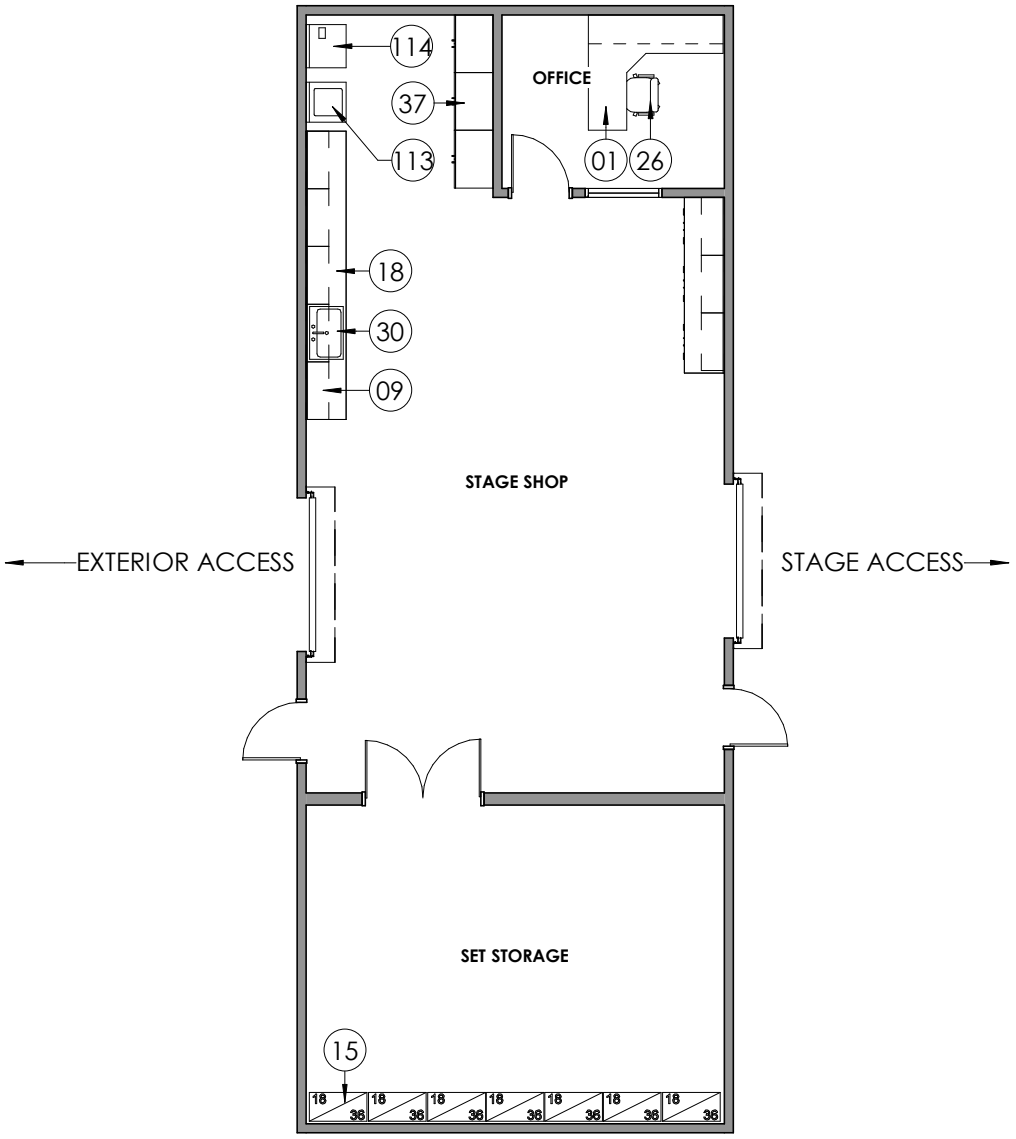
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 04 | CABINET |
| 18 | COUNTER |
| 30 | ACCESSIBLE SINK |




228

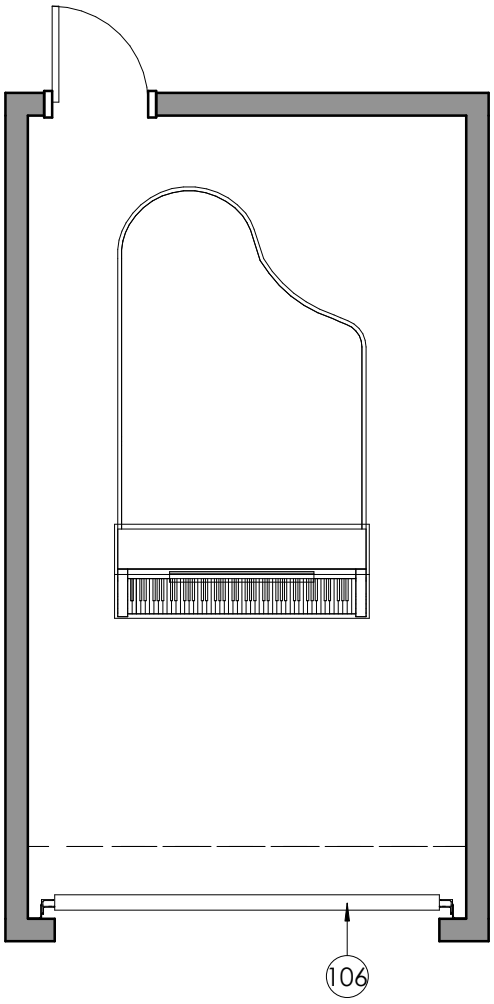
1. Acoustical designer required for all performance and music spaces.
2. Theatrical lighting and rigging designer is required for PAC and Black Box.
3. Minimum 18' ceiling height in Black Box. Coordinate with theatrical designer.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 26 | TEACHER CHAIR |
| 37 | TALL STORAGE |
| 40 | MARKERBOARD |




229

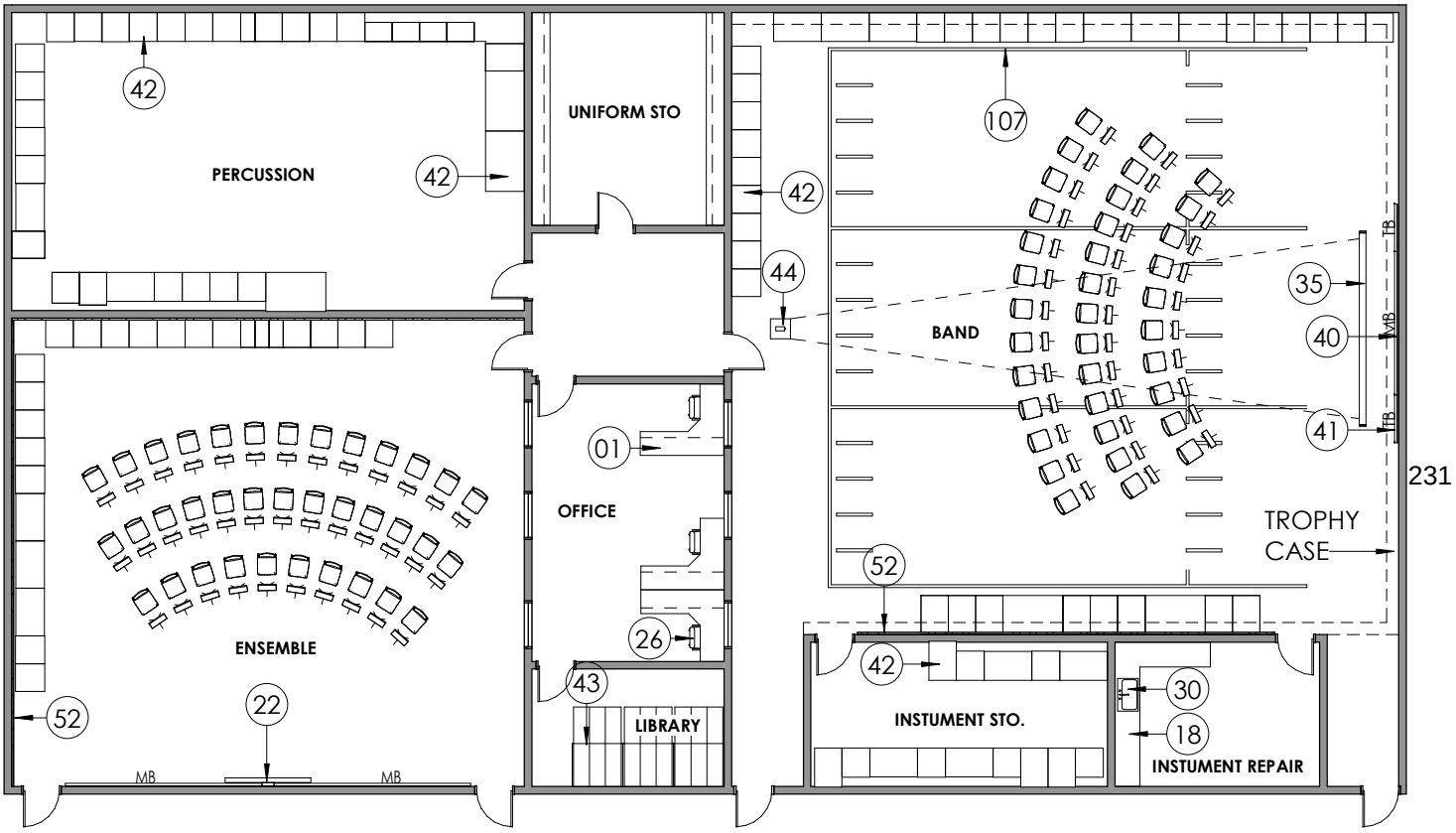
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 26 | TEACHER CHAIR |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 113 | RESIDENTIAL WASHER |
| 114 | RESIDENETIAL DRYER |




230

Provide continuous temperature and humidity control.

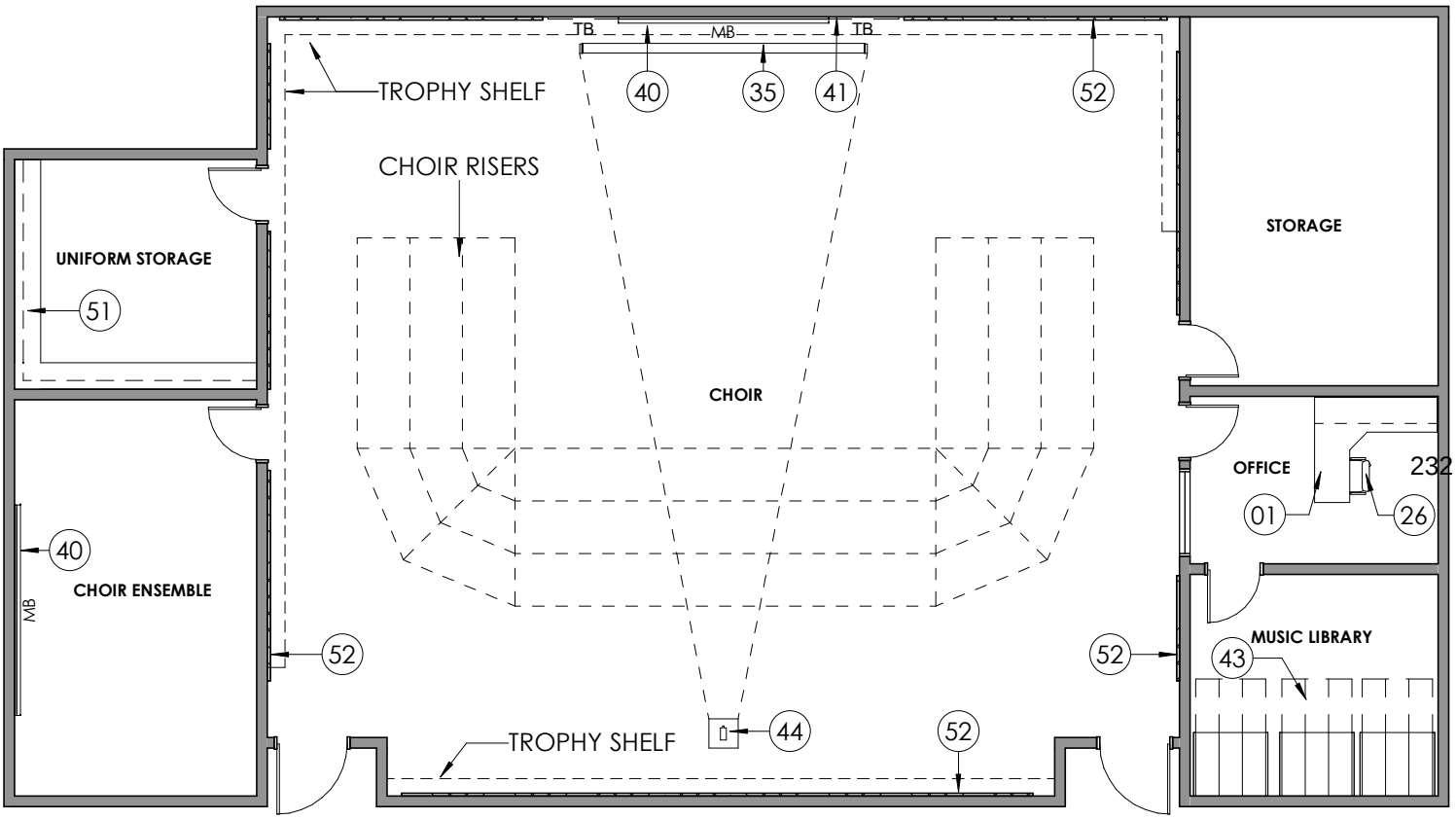
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 106 | INSULATED OVERHEAD COILING DOOR |




1. Acoustical designer required for all performance and music spaces.
2. Minimum 20' ceiling height in Band Hall.

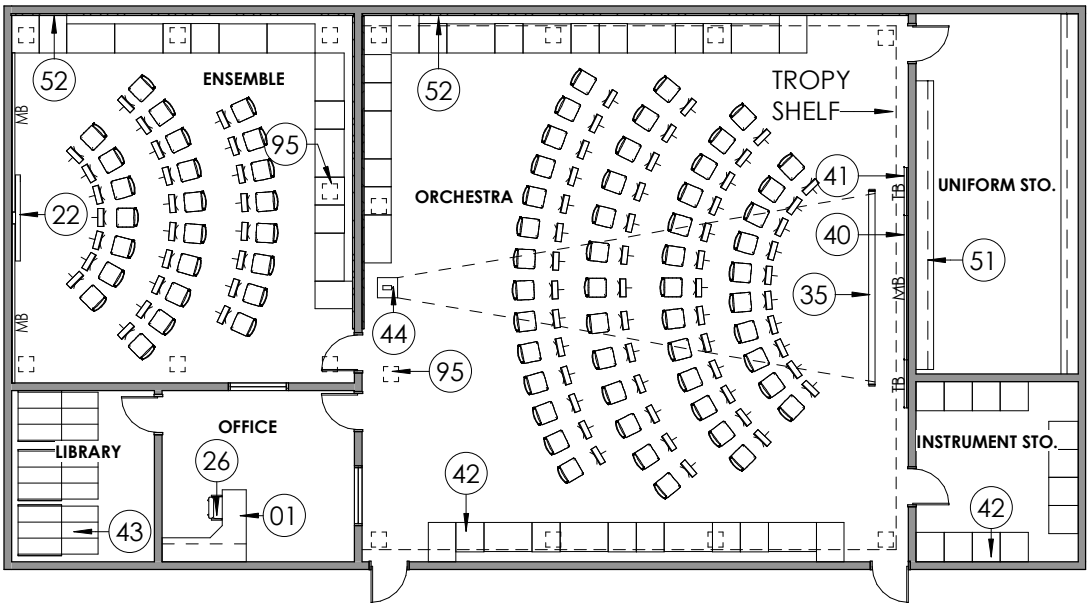
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 26 | TEACHER CHAIR |
| 30 | ACCESSIBLE SINK |
| 35 | GREEN SCREEN |
| 40 | MARKERBOARD |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 41 | TACKBOARD |
| 42 | INSTRUMENT STORAGE |
| 43 | SHEET MUSIC STORAGE |
| 44 | PROJECTOR |
| 52 | ACOUSTICAL WALL PANEL |
| 107 | MARCHING PRACTICE LINEWORK |



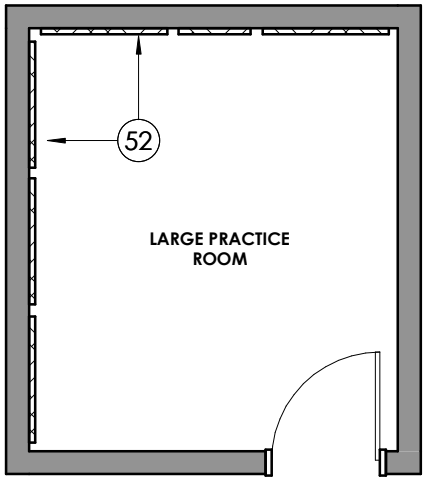

1. Acoustical designer required for all performance and music spaces.
2. Minimum 20' ceiling height in Choir room.

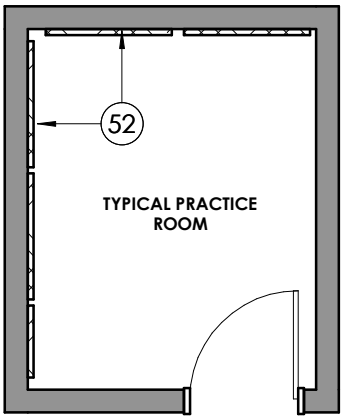
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 26 | TEACHER CHAIR |
| 35 | GREEN SCREEN |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |
| 43 | SHEET MUSIC STORAGE |
| 44 | PROJECTOR |
| 51 | SHELF AND POLE |
| 52 | ACOUSTICAL WALL PANEL |




1. Acoustical designer required for all performance and music spaces.
2. Minimum 20' ceiling height in Orchestra room.

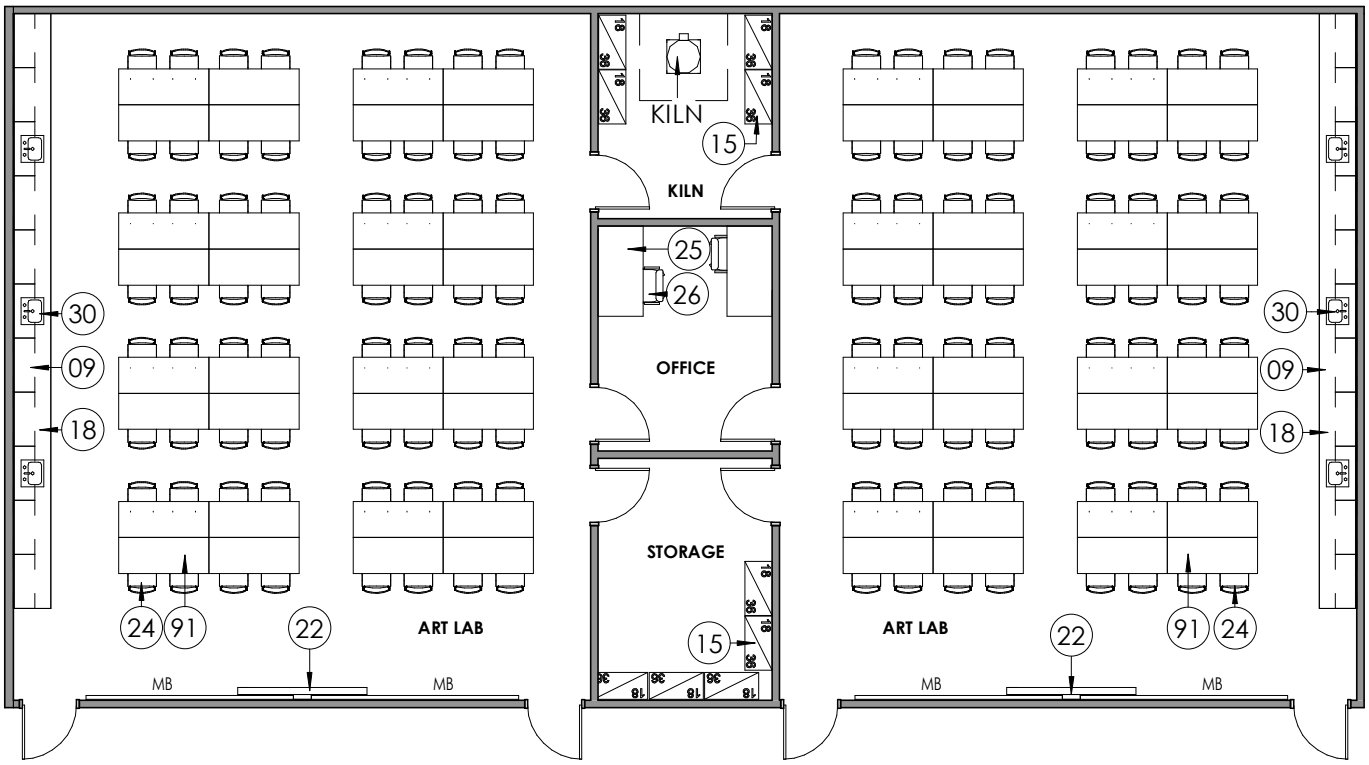
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 26 | TEACHER CHAIR |
| 35 | GREEN SCREEN |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |
| 42 | INSTRUMENT STORAGE |
| 43 | SHEET MUSIC STORAGE |
| 44 | PROJECTOR |
| 51 | SHELF AND POLE |
| 52 | ACOUSTICAL WALL PANEL |
| 95 | SOUND SYSTEM |




234

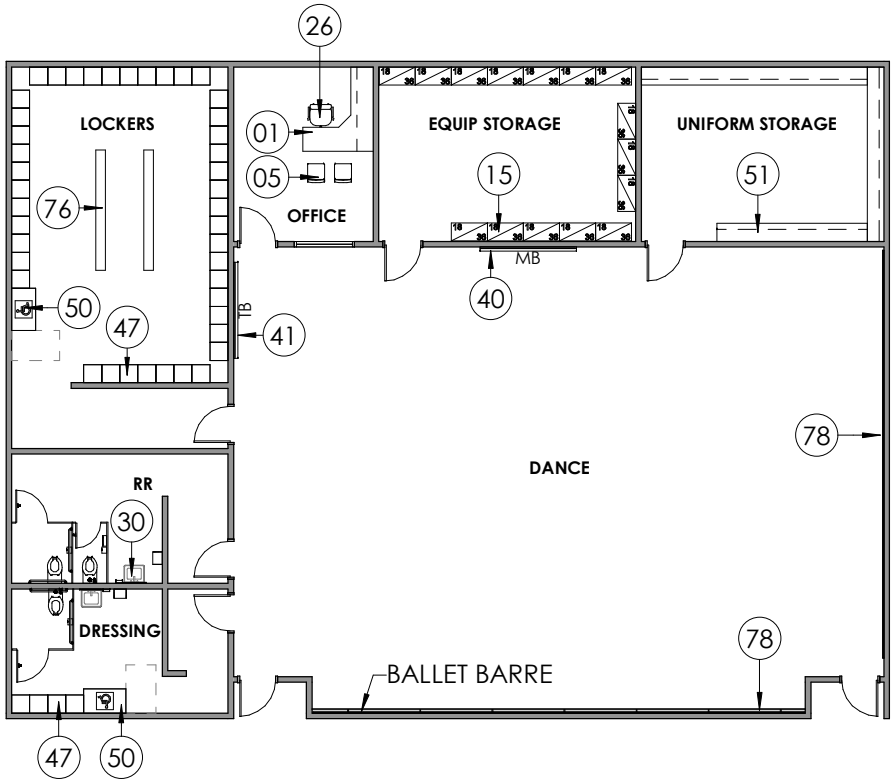
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 52 | ACOUSTICAL WALL PANEL |




235

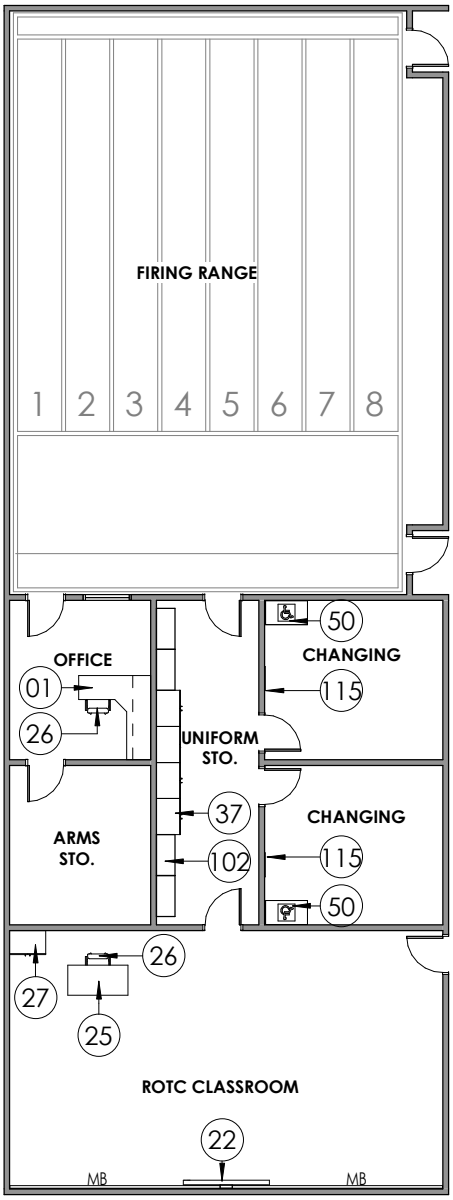
Provide drying racks.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 30 | ACCESSIBLE SINK |
| 91 | ART TABLE |




236

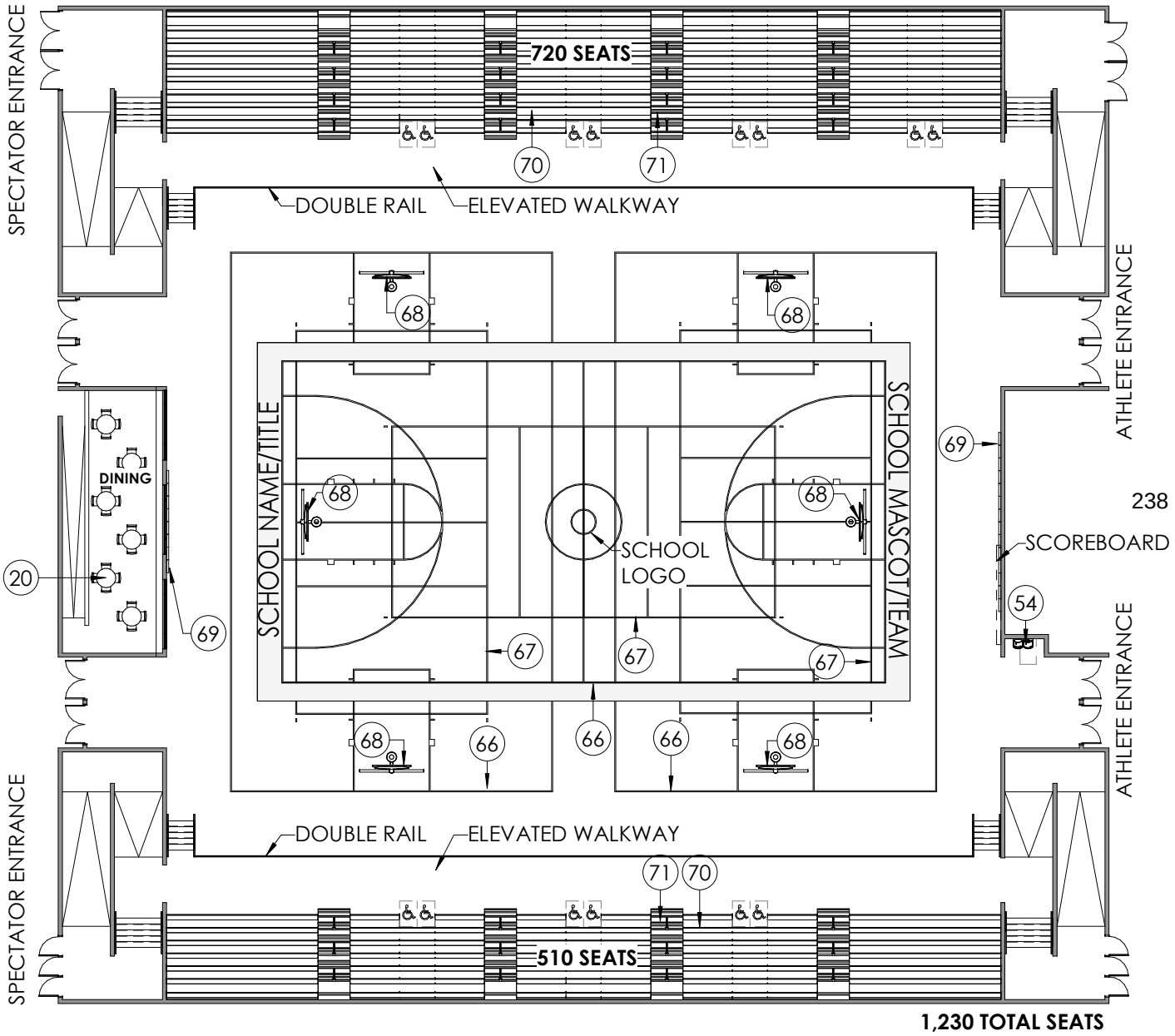
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 05 | GUEST CHAIR |
| 15 | METAL SHELVES |
| 26 | TEACHER CHAIR |
| 30 | ACCESSIBLE SINK |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |
| 47 | LOCKERS |
| 50 | ACCESSIBLE BENCH |
| 51 | SHELF AND POLE |
| 76 | LOCKER BENCH |
| 78 | FULL HEIGHT, FULL LENGTH MIRROR |




237

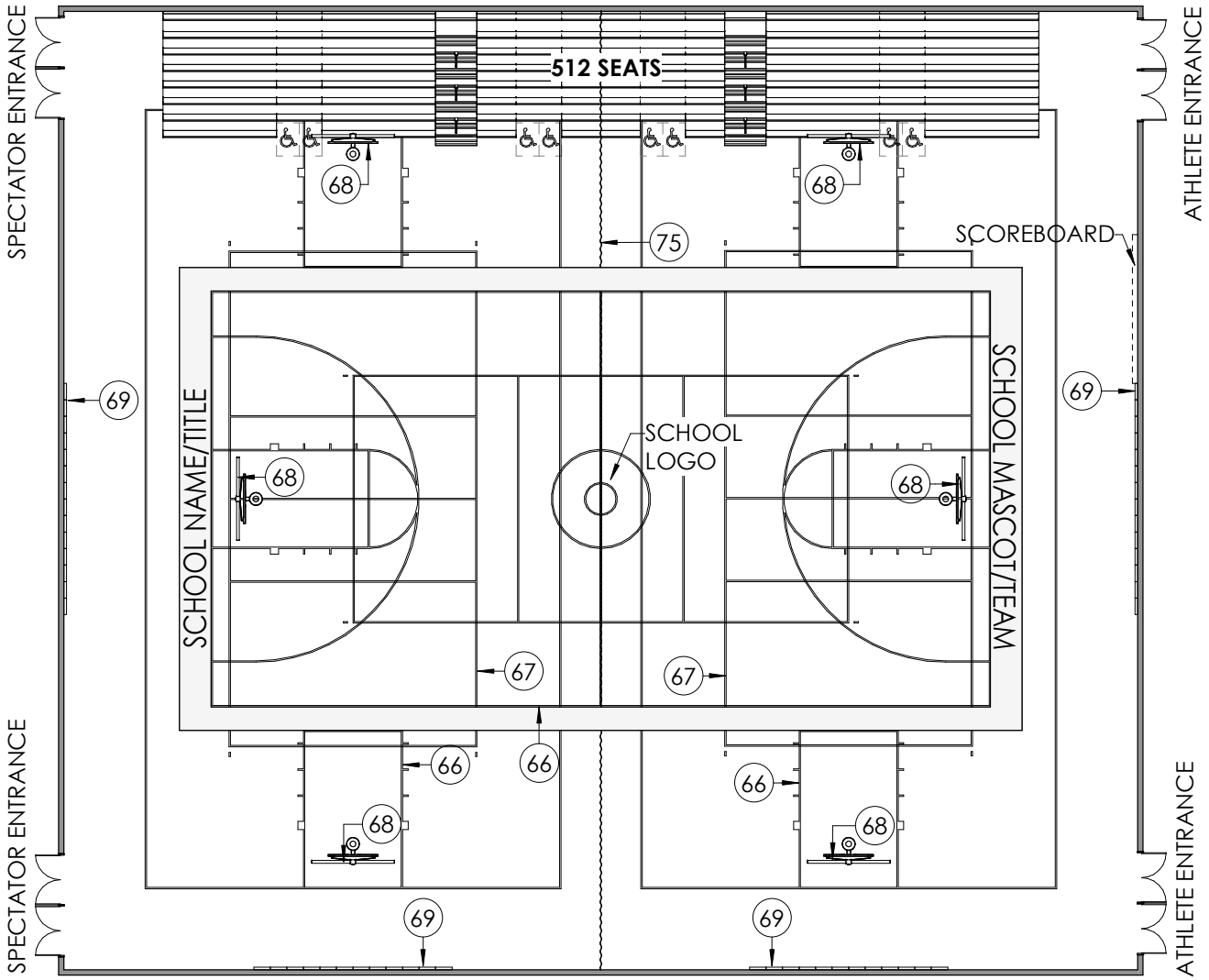
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 37 | TALL STORAGE |
| 50 | ACCESSIBLE BENCH |
| 102 | DOUBLE TIER HANGING RACK |
| 115 | FULL HEIGHT MIRROR |



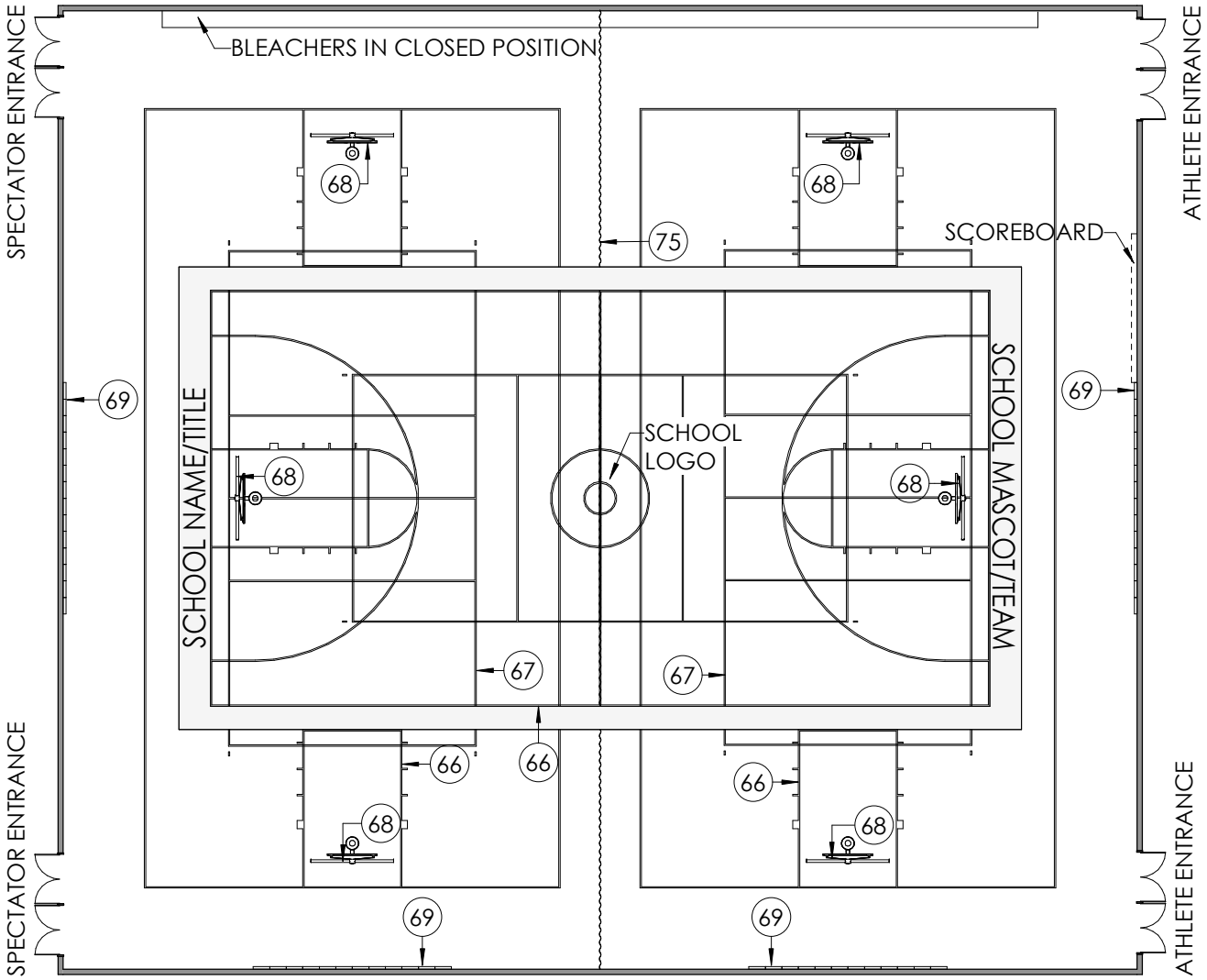

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 20 | TABLE AND CHAIRS |
| 54 | WATER FOUNTAIN |
| 66 | BASKETBALL COURT |
| 67 | VOLLEYBALL COURT STRIPING AND INSERTS |
| 68 | FOLDING BASKETBALL GOAL AND BACKSTOP |
| 69 | WALL SAFETY PADS |
| 70 | FOLDING BLEACHERS |
| 71 | BLEACHER AISLE |

1. Main Basketball Court 94' x 50'.
2. Cross Basketball Courts 84' x 50'




1. Main Basketball Court 94' x 50'.
2. Cross Basketball Courts 94' x 50'.
3. Gym egress not sized for row seating .
4. Wall pads not required on face of folded bleachers.

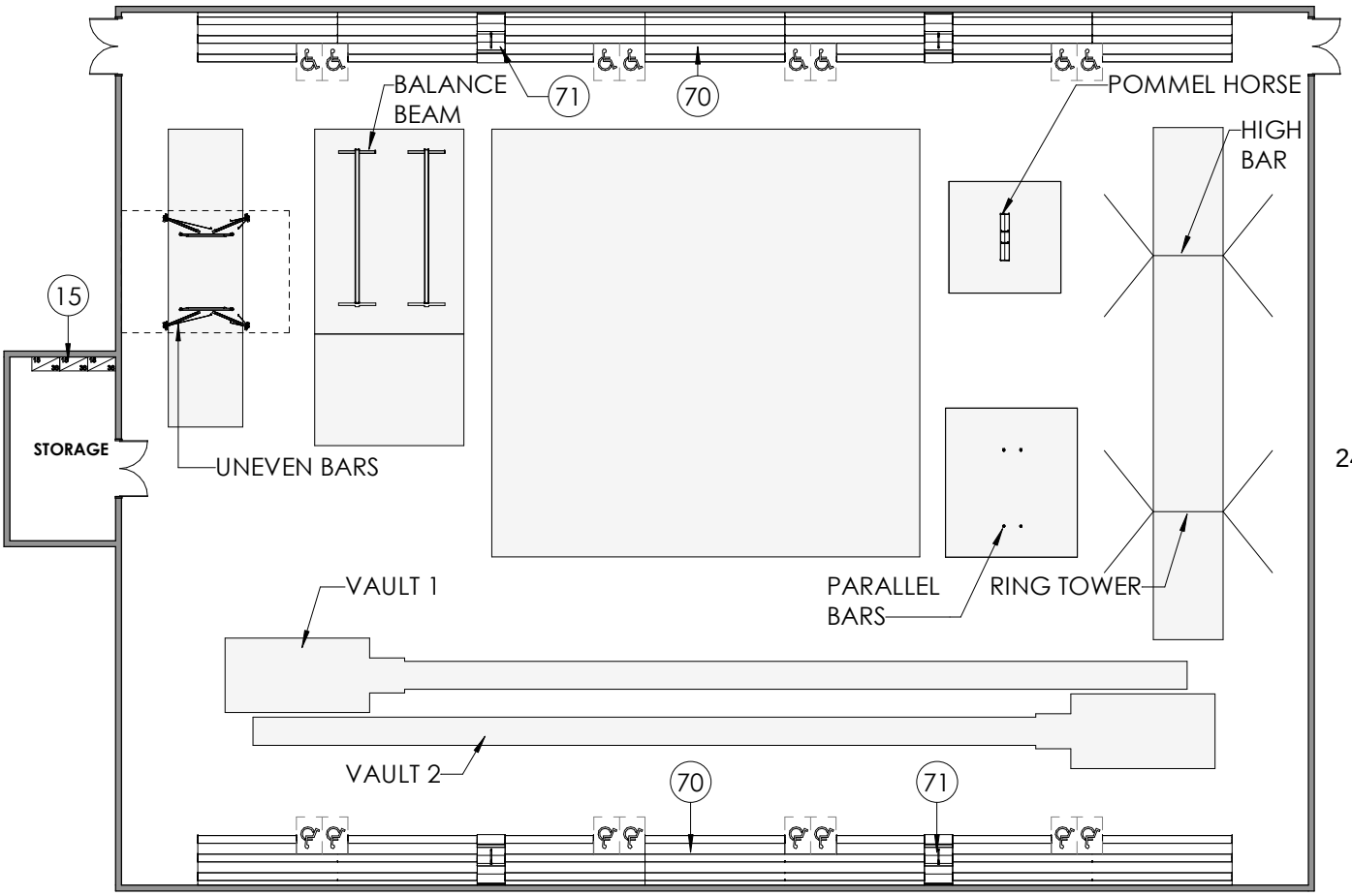
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 66 | BASKETBALL COURT |
| 67 | VOLLEYBALL COURT STRIPING AND INSERTS |
| 68 | FOLDING BASKETBALL GOAL AND BACKSTOP |
| 69 | WALL SAFETY PADS |
| 75 | GYM DIVIDER CURTAIN |



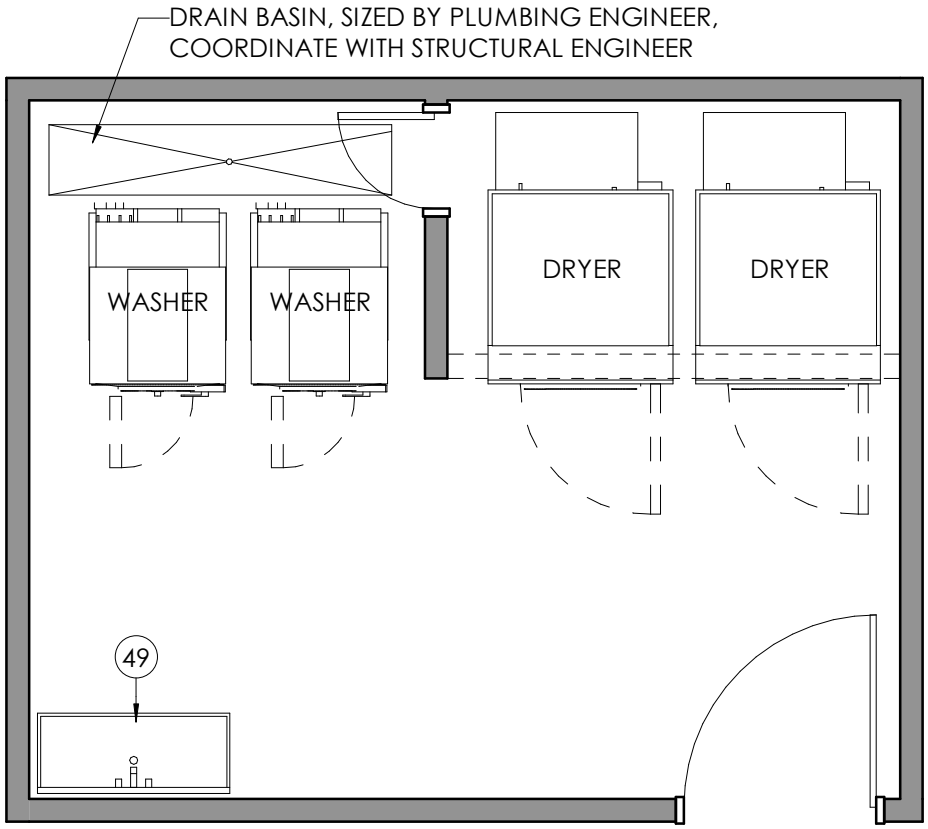

240

1. Main Basketball Court 94' x 50'.
2. Cross Basketball Courts 94' x 50'.
3. Gym egress not sized for row seating.
4. Wall pads not required on face of folded bleachers.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 66 | BASKETBALL COURT |
| 67 | VOLLEYBALL COURT STRIPING AND INSERTS |
| 68 | FOLDING BASKETBALL GOAL AND BACKSTOP |
| 69 | WALL SAFETY PADS |
| 75 | GYM DIVIDER CURTAIN |



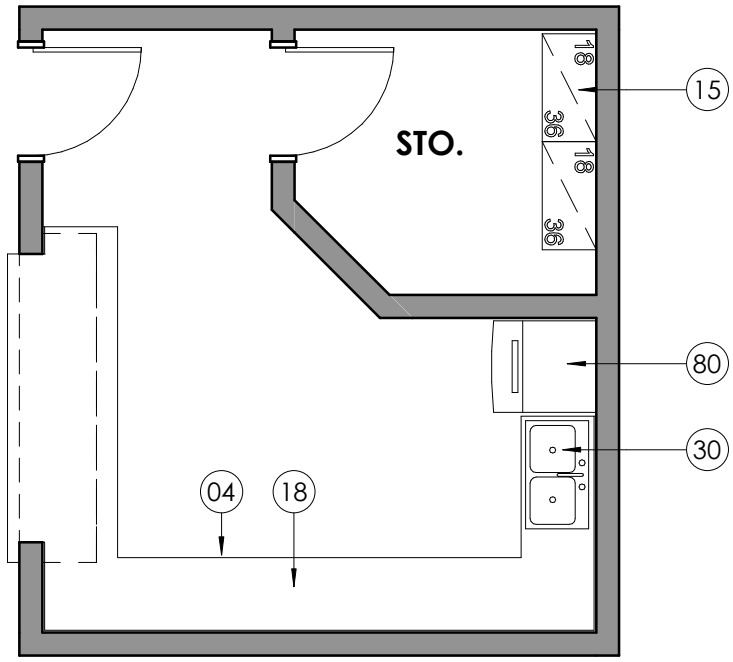

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 15 | METAL SHELVES |
| 70 | FOLDING BLEACHERS |
| 71 | BLEACHER AISLE |




242

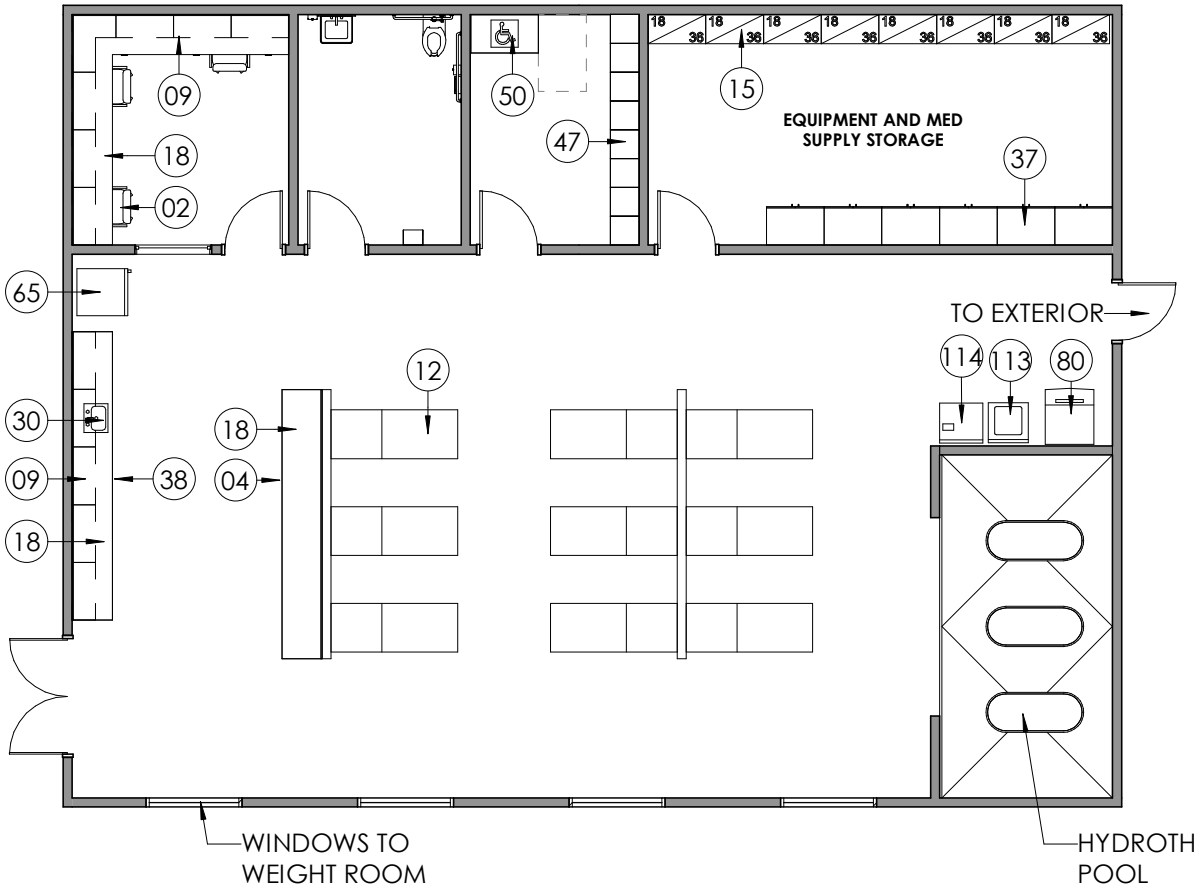
1. Two 50-60 pound washers.
2. Two 60-75 pound dryers.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 49 | UTILITY SINK |




243

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 04 | CABINET |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 30 | ACCESSIBLE SINK |
| 80 | ICE MACHINE |

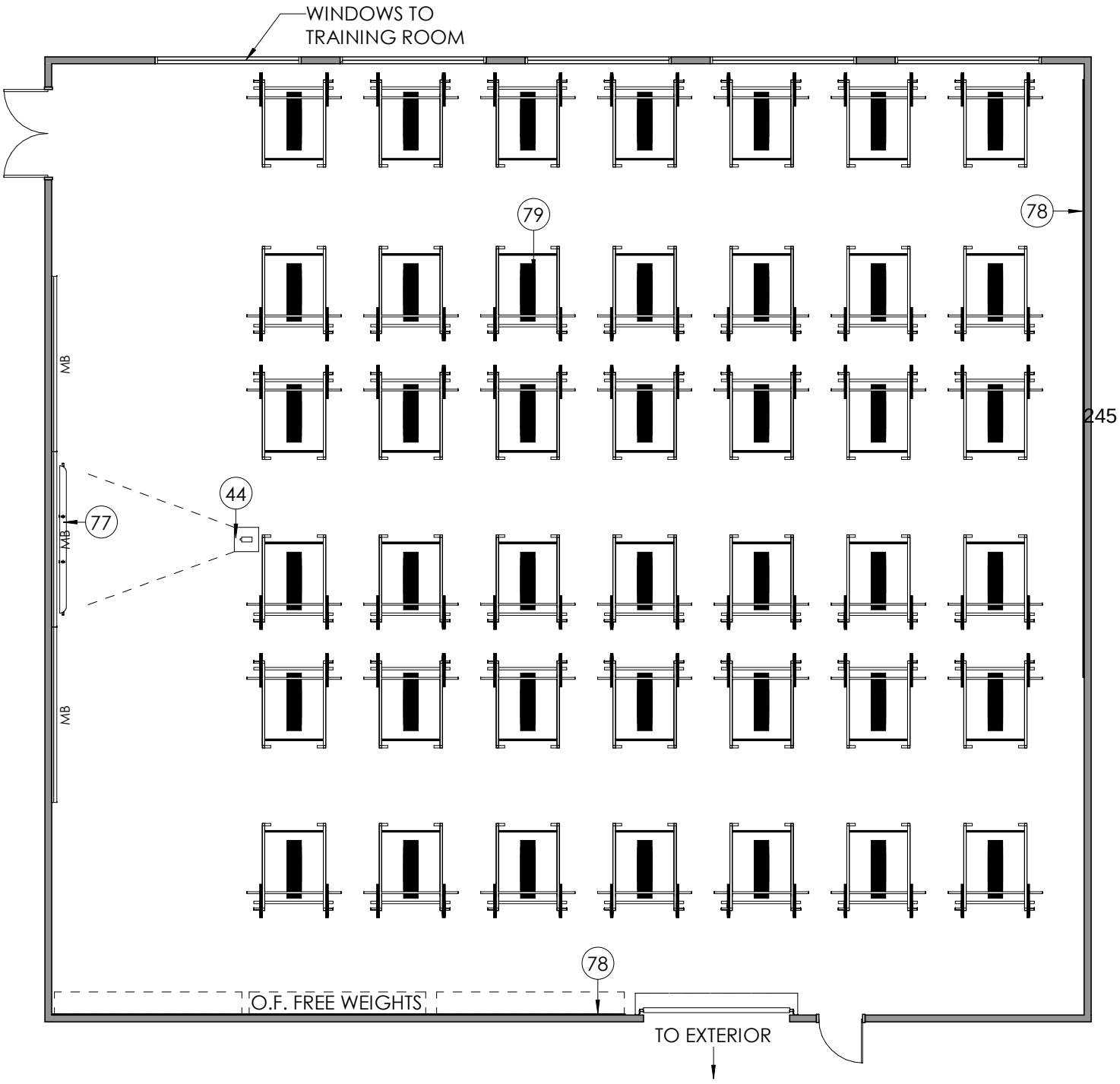



244

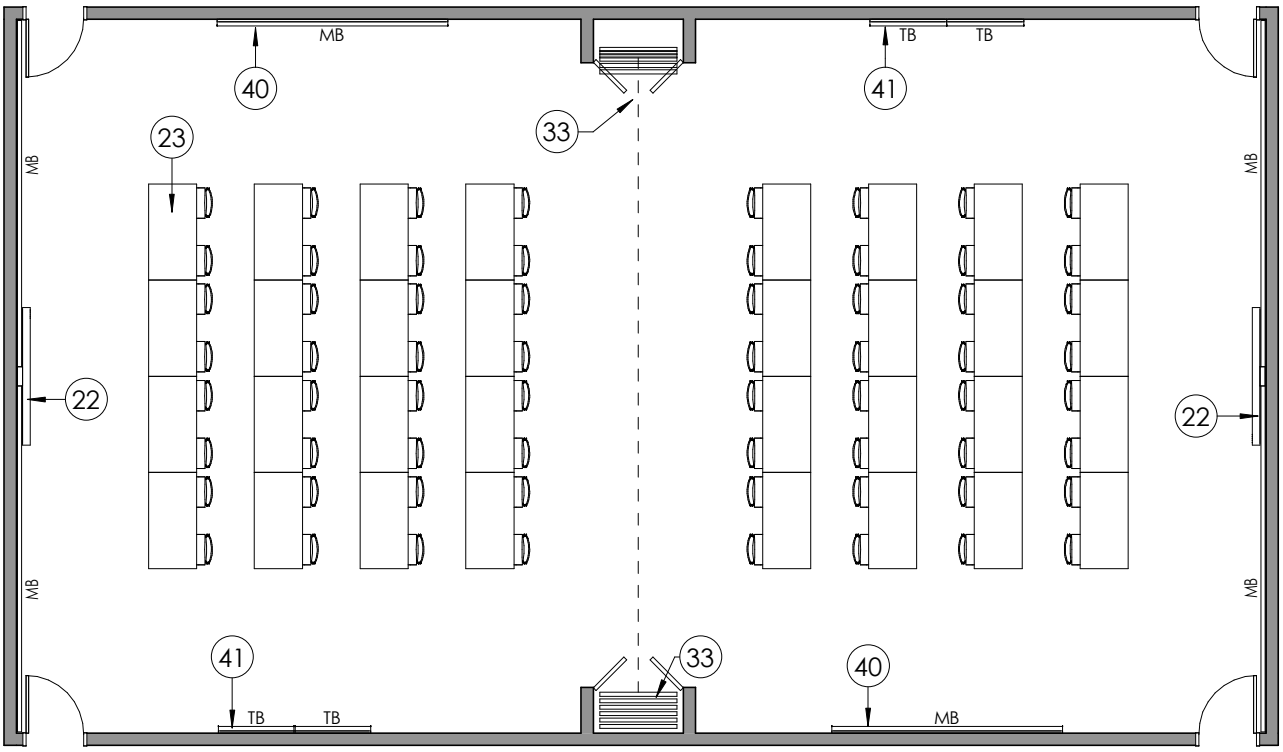
Ice machine: Manitowoc Model No. iTO500 ON D-570.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 04 | CABINET |
| 09 | UPPER AND LOWER CABINETS |
| 12 | COT |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 38 | DISHWASHER |
| 47 | LOCKERS |
| 50 | ACCESSIBLE BENCH |
| 65 | REFRIGERATOR |
| 80 | ICE MACHINE |
| 113 | RESIDENTIAL WASHER |
| 114 | RESIDENETIAL DRYER |

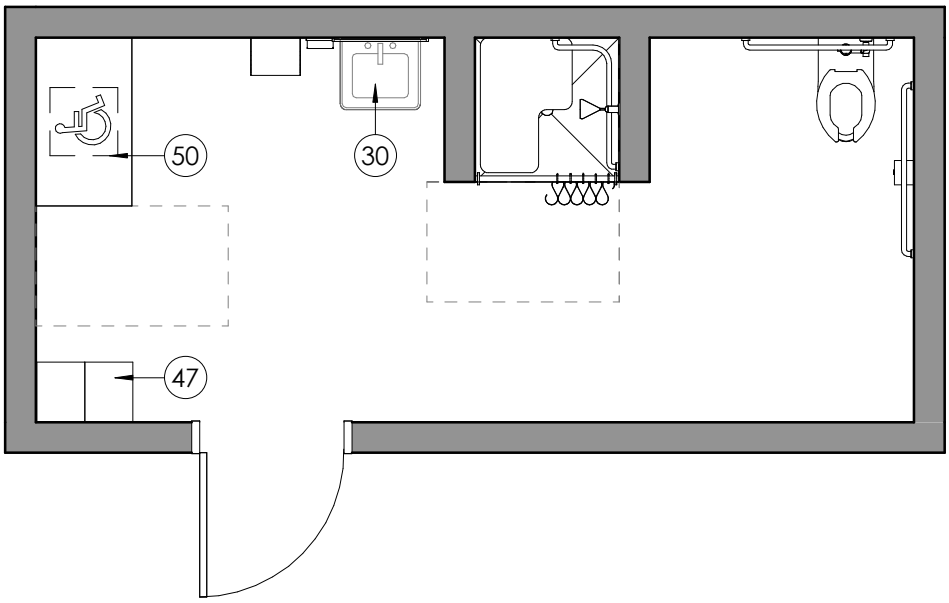



| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 44 | PROJECTOR |
| 77 | MANUAL PROJECTION SCREEN |
| 78 | FULL HEIGHT, FULL LENGTH MIRROR |
| 79 | WEIGHT LIFTING EQUIPMENT |



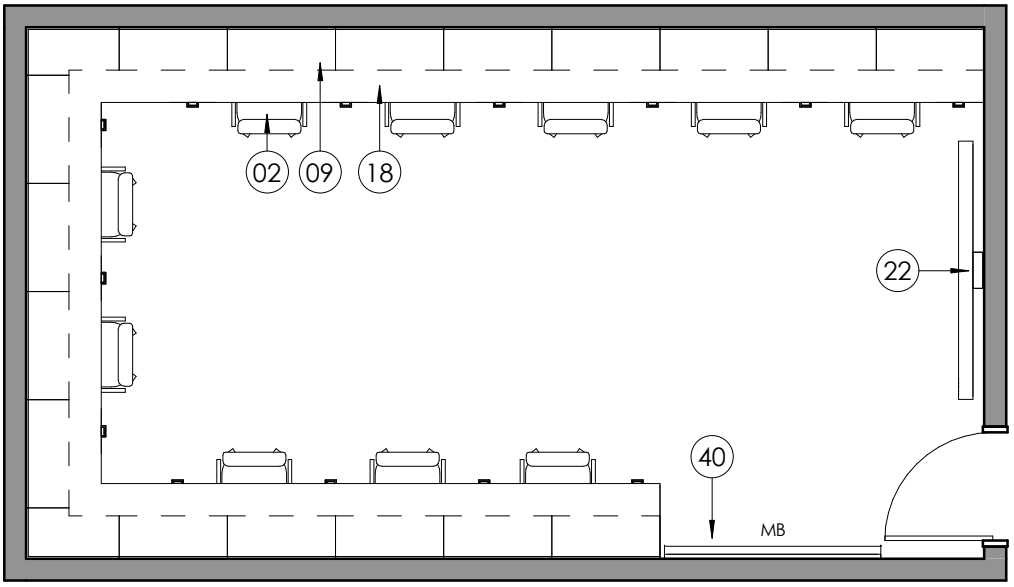

246

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 23 | STUDENT DESK |
| 33 | FOLDING PARTITION |
| 40 | MARKERBOARD |
| 41 | TACKBOARD |

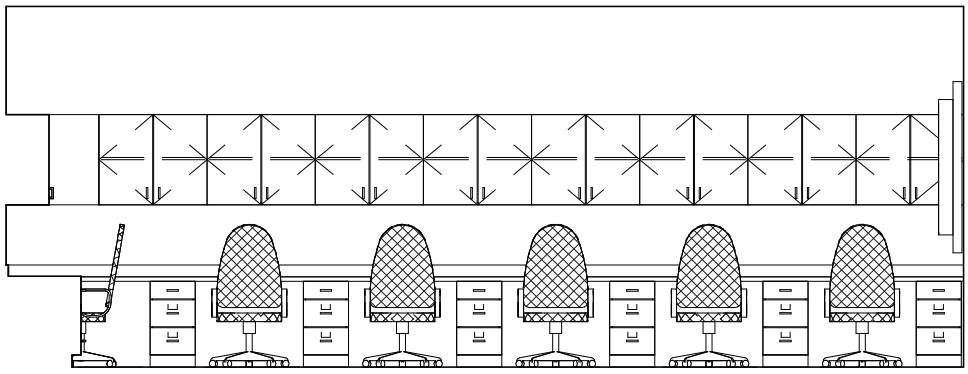



247

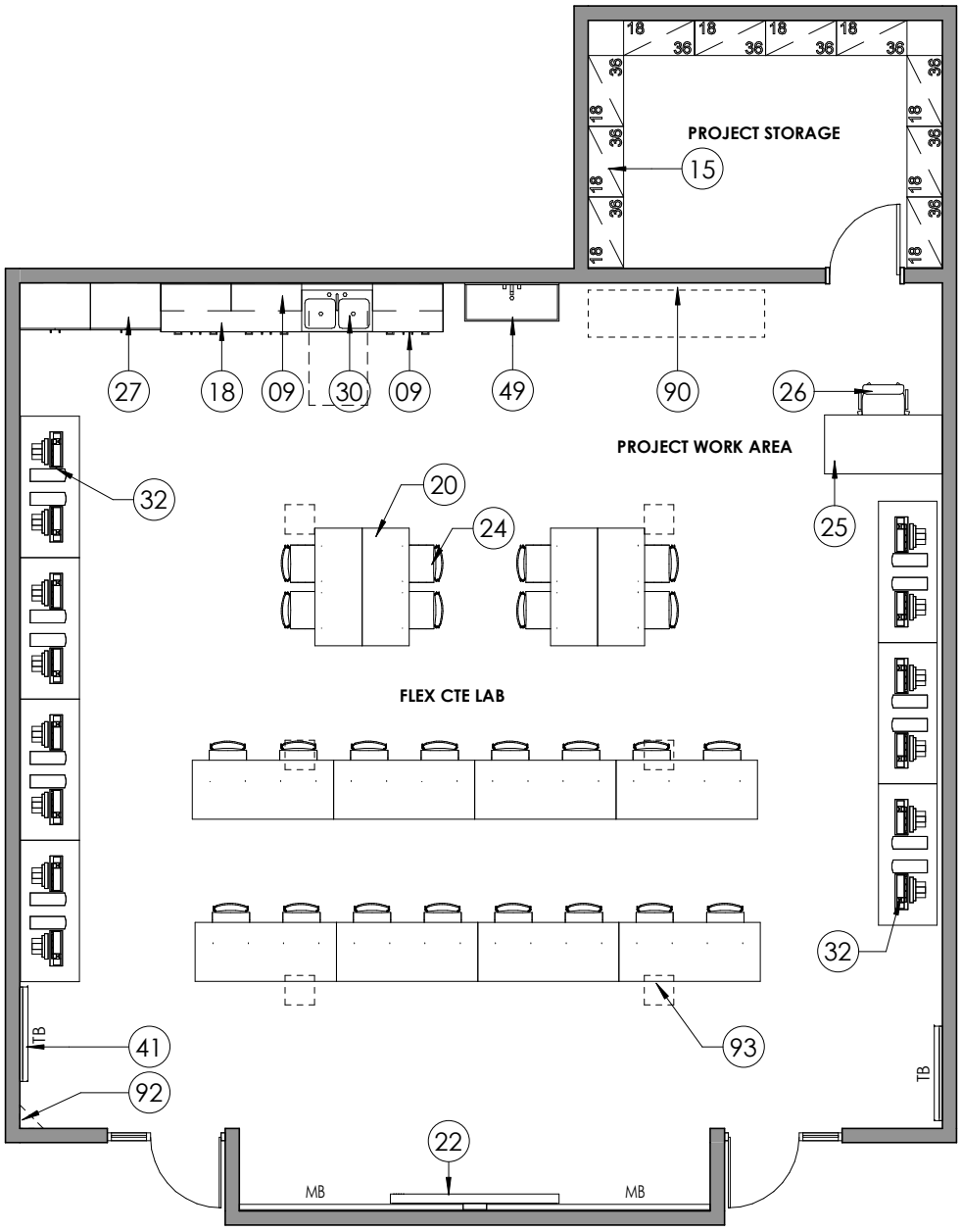
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 30 | ACCESSIBLE SINK |
| 47 | LOCKERS |
| 50 | ACCESSIBLE BENCH |




248

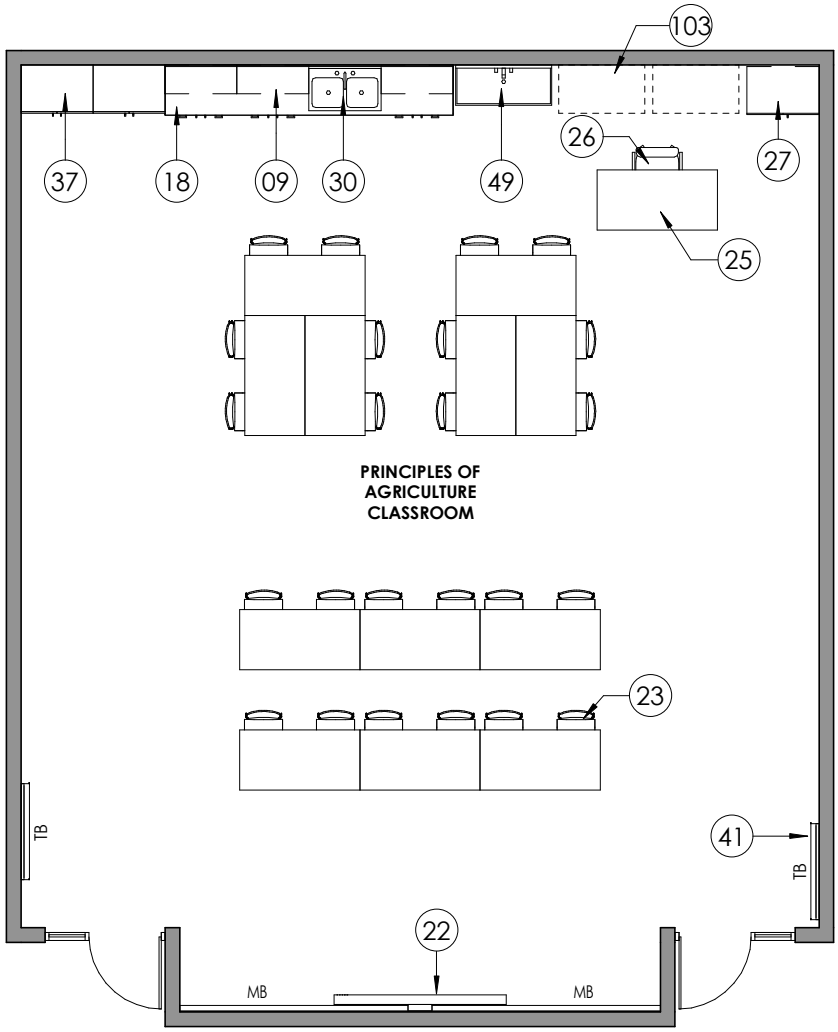


| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 02 | DESK CHAIR |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 40 | MARKERBOARD |




| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 24 | STUDENT CHAIR |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |

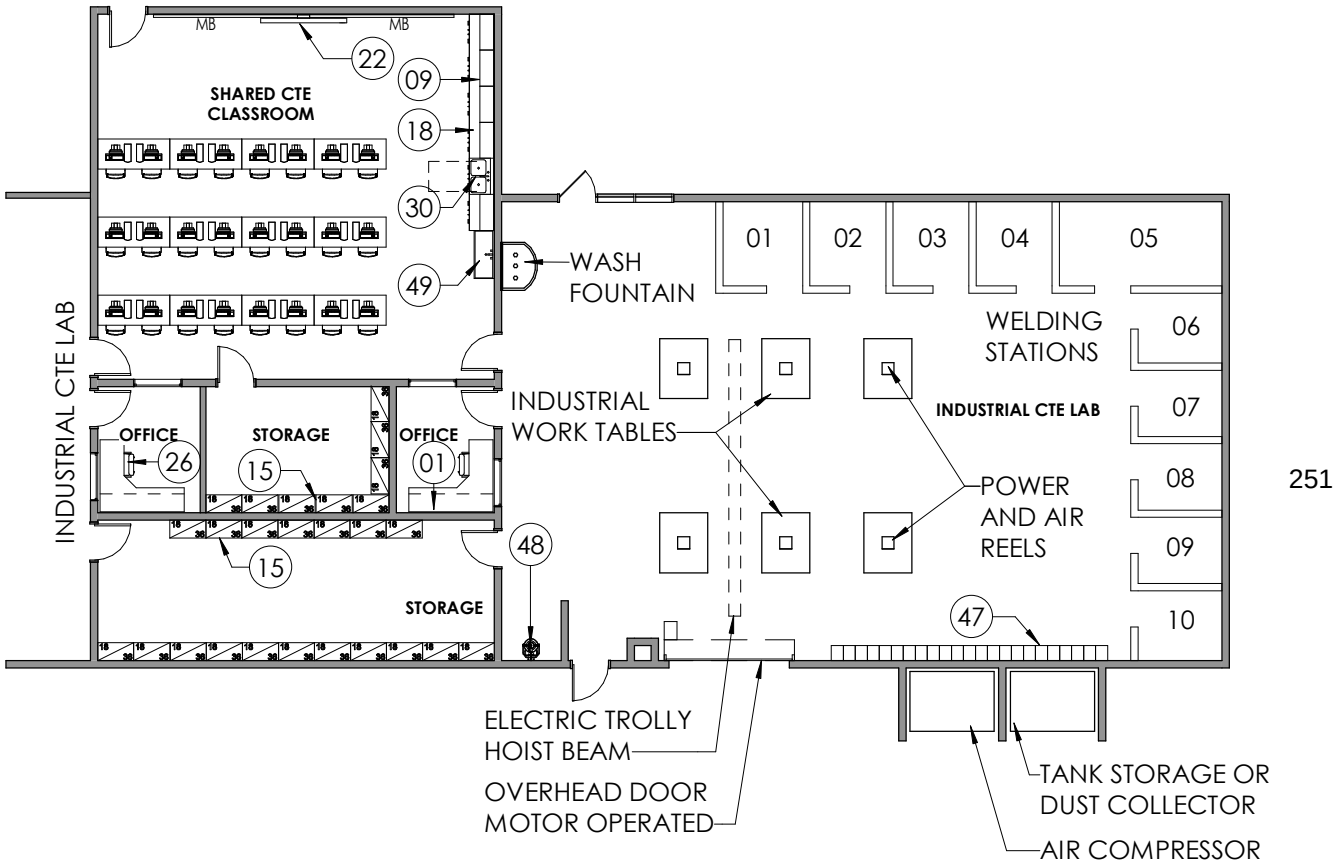
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 32 | COMPUTER DESK |
| 41 | TACKBOARD |
| 49 | UTILITY SINK |
| 90 | POWER FOR OF EQUIP |
| 92 | STUDENT DEVICE CHARGING STATION |
| 93 | OVERHEAD POWER REEL |




250

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 23 | STUDENT DESK |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 27 | TEACHER WARDROBE |
| 30 | ACCESSIBLE SINK |
| 37 | TALL STORAGE |
| 41 | TACKBOARD |
| 49 | UTILITY SINK |
| 103 | REACH IN COOLER, OFOI |



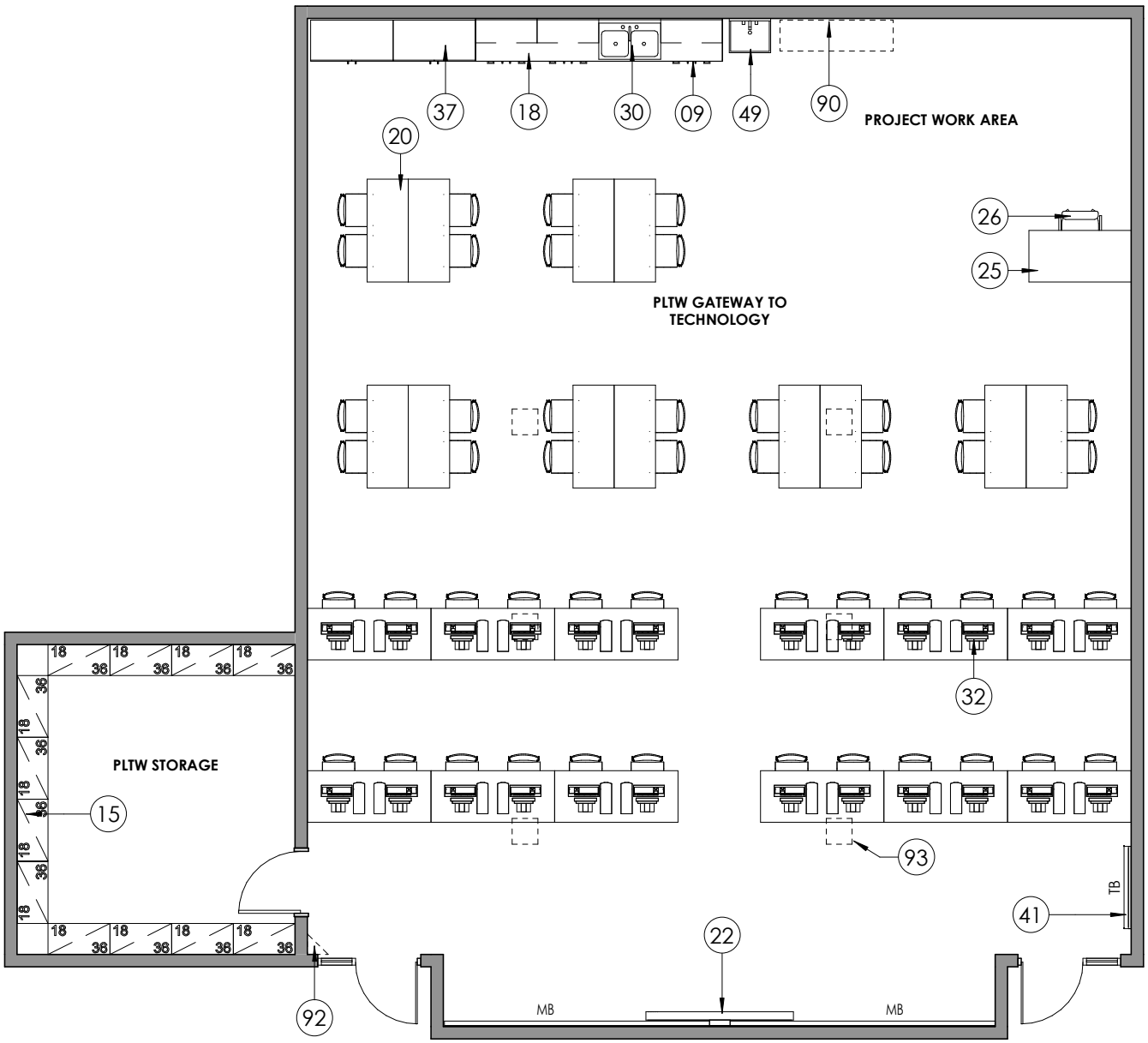

251

1. Industrial CTE Lab contents will vary.
2. Welding lab is shown in this example.
3. For Construction, Auto Tech, or Collision, omit welding station partitions.

4. Exhaust system will vary by use.
5. Welding - individual exhaust at each station.
6. Construction - dust collection system.
7. Auto Tech and Collision - purge exhaust.

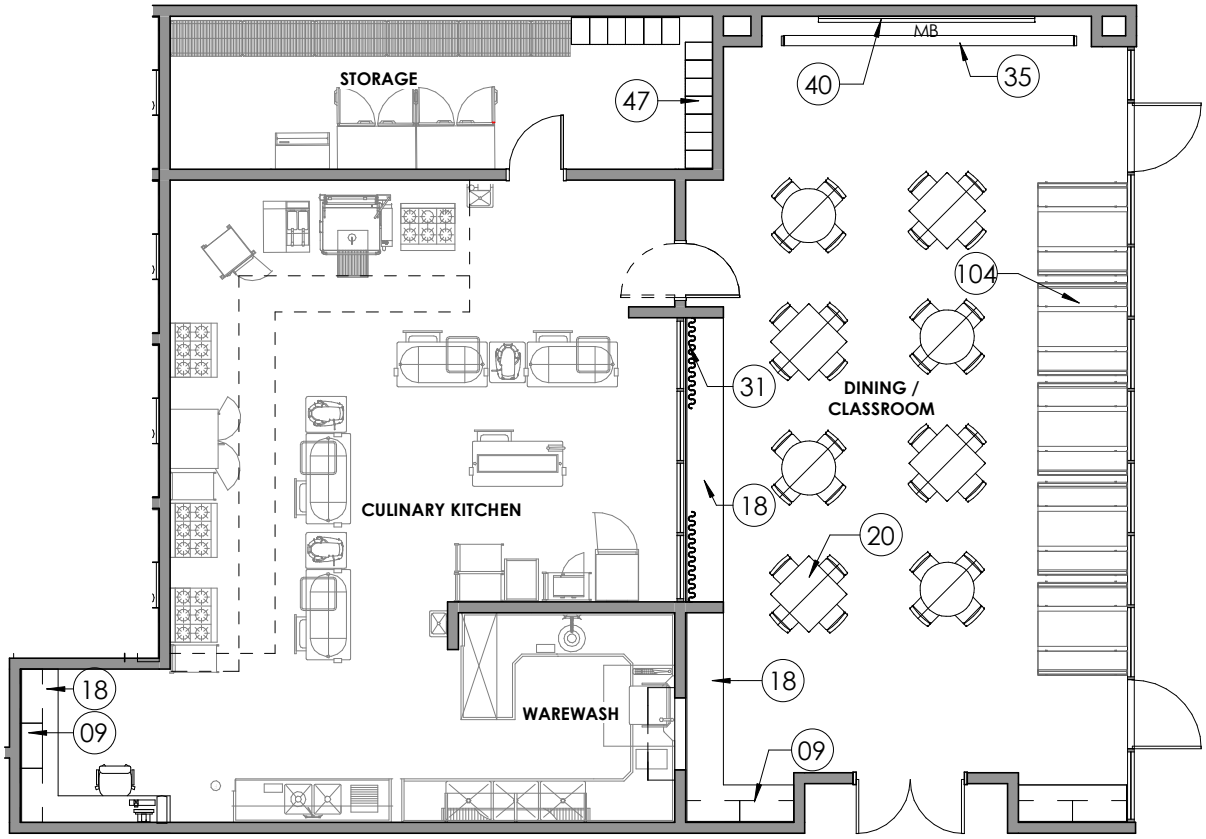
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 22 | INTERACTIVE DISPLAY SCREEN |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 26 | TEACHER CHAIR |
| 30 | ACCESSIBLE SINK |
| 47 | LOCKERS |
| 48 | EMERGENCY SHOWER/EMERGENCY EYEWASH |
| 49 | UTILITY SINK |




| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 15 | METAL SHELVES |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 30 | ACCESSIBLE SINK |

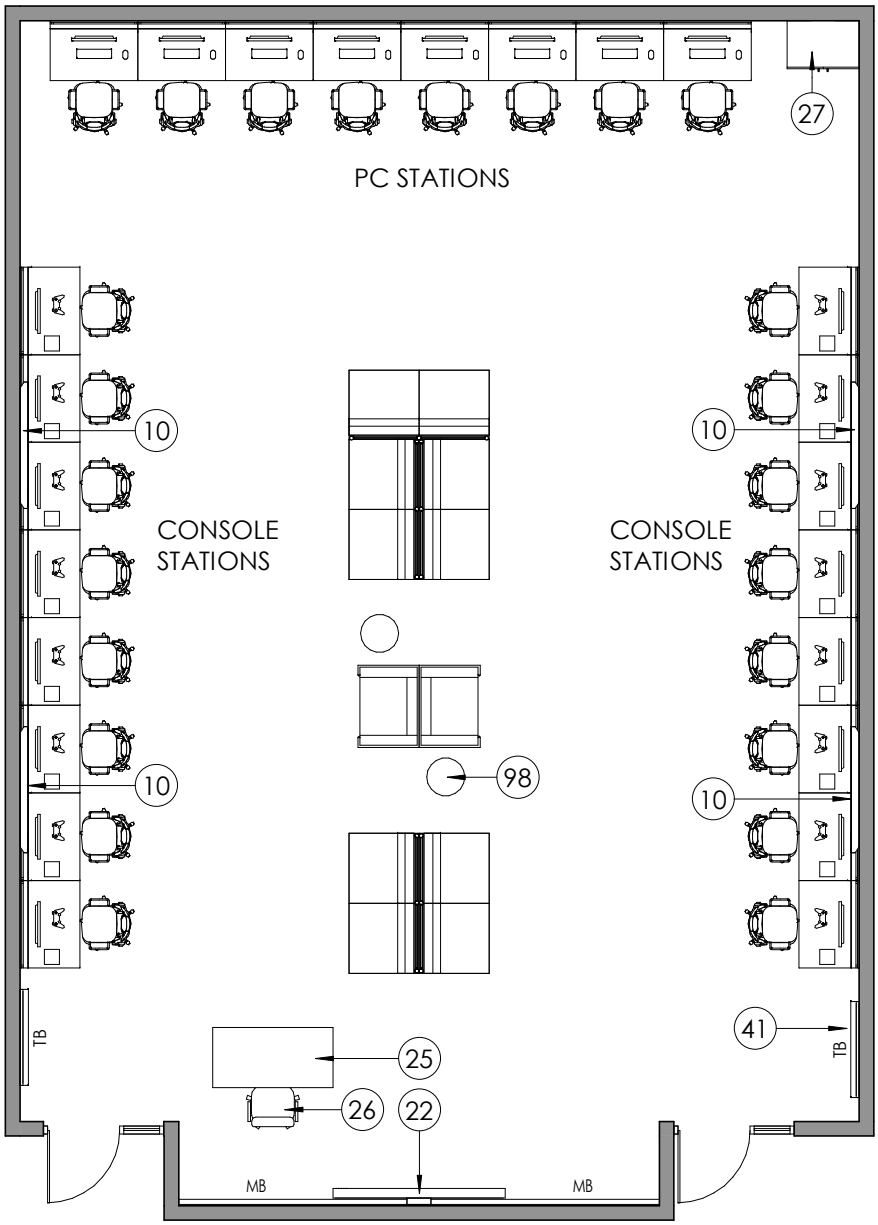
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 32 | COMPUTER DESK |
| 37 | TALL STORAGE |
| 41 | TACKBOARD |
| 49 | UTILITY SINK |
| 90 | POWER FOR OF EQUIP |
| 92 | STUDENT DEVICE CHARGING STATION |
| 93 | OVERHEAD POWER REEL |




253

1. Provide restaurant style seating,
2. Provide seating for 45 +/-
3. Provide lockers for student belongings
4. Max anticipated class size: 22 students

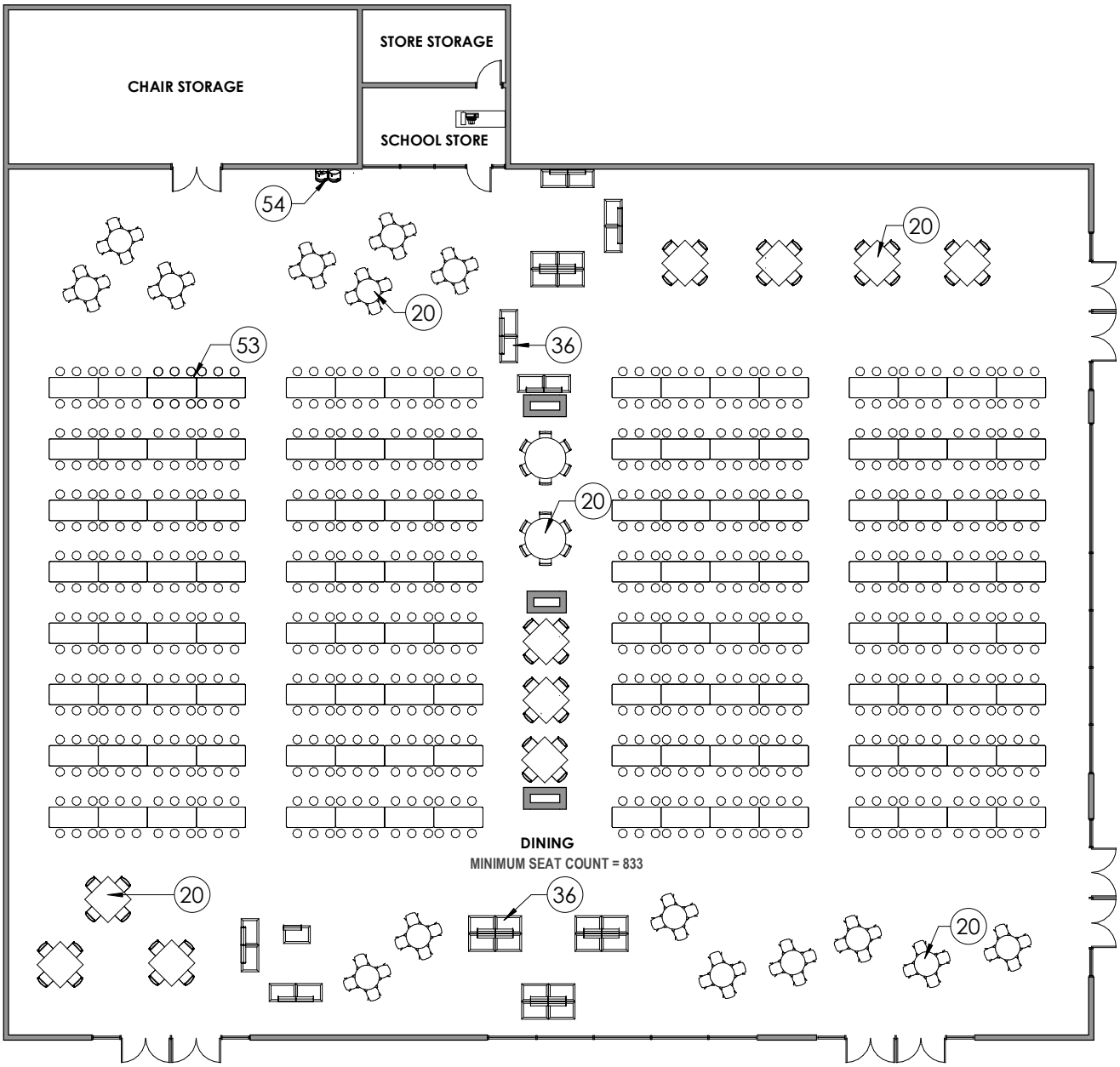
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 09 | UPPER AND LOWER CABINETS |
| 18 | COUNTER |
| 20 | TABLE AND CHAIRS |
| 31 | PRIVACY CURTAIN |
| 35 | GREEN SCREEN |
| 40 | MARKERBOARD |
| 47 | LOCKERS |
| 104 | BOOTH SEATING |




254

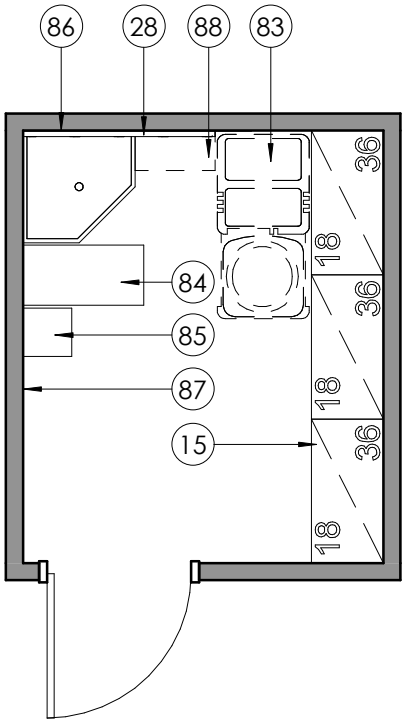
| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 10 | FLAT PANEL DISPLAY |
| 22 | INTERACTIVE DISPLAY SCREEN |
| 25 | TEACHER DESK |
| 26 | TEACHER CHAIR |
| 27 | TEACHER WARDROBE |
| 41 | TACKBOARD |
| 98 | ROLLING SIDE TABLE |

Indirect, dimmable light.



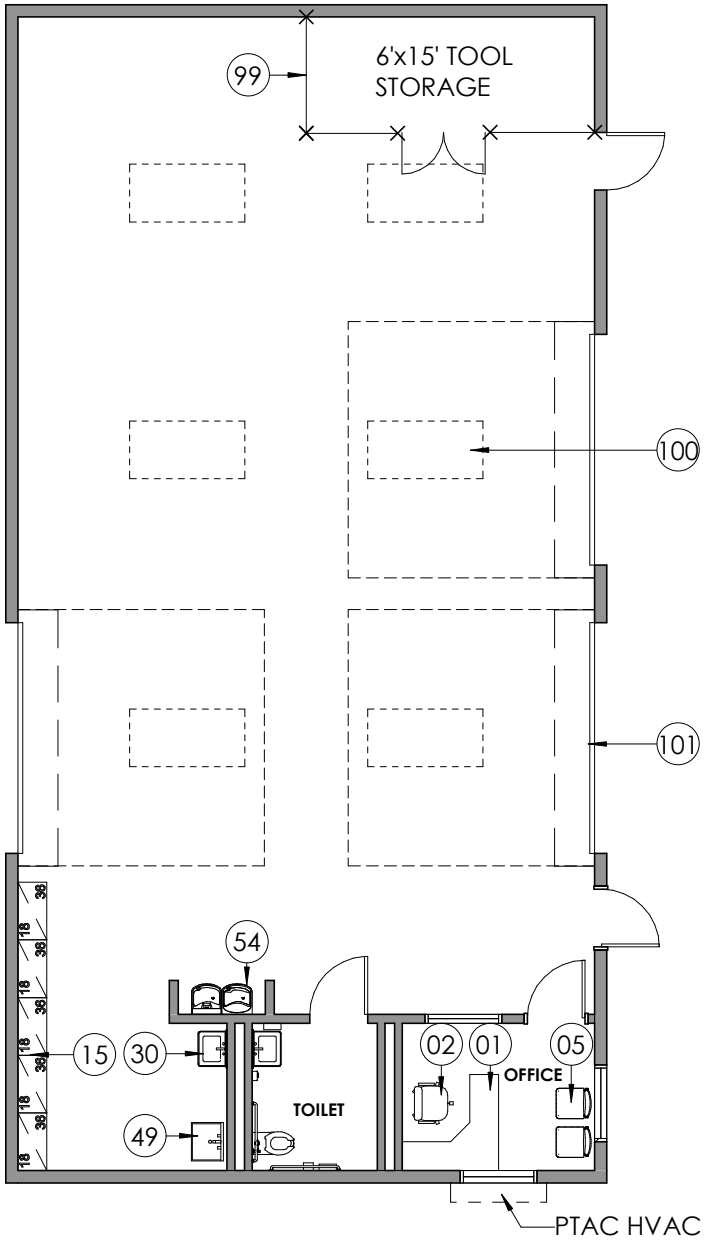

Include Food Court type serving lines.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 20 | TABLE AND CHAIRS |
| 36 | FURNITURE |
| 53 | FOLDING CAFETERIA TABLES |
| 54 | WATER FOUNTAIN |




256

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 15 | METAL SHELVES |
| 28 | MOP AND BROOM HOLDER |
| 83 | TRASH CAN CART |
| 84 | MOP BUCKET |
| 85 | UPRIGHT VACUUM |
| 86 | STAINLESS STEEL WALL PANEL |
| 87 | POWER RECEPTACLE, CHARGING |
| 88 | CLEANING PRODUCT DISPENSER,PROVIDE WATER/POWER,OFCI |

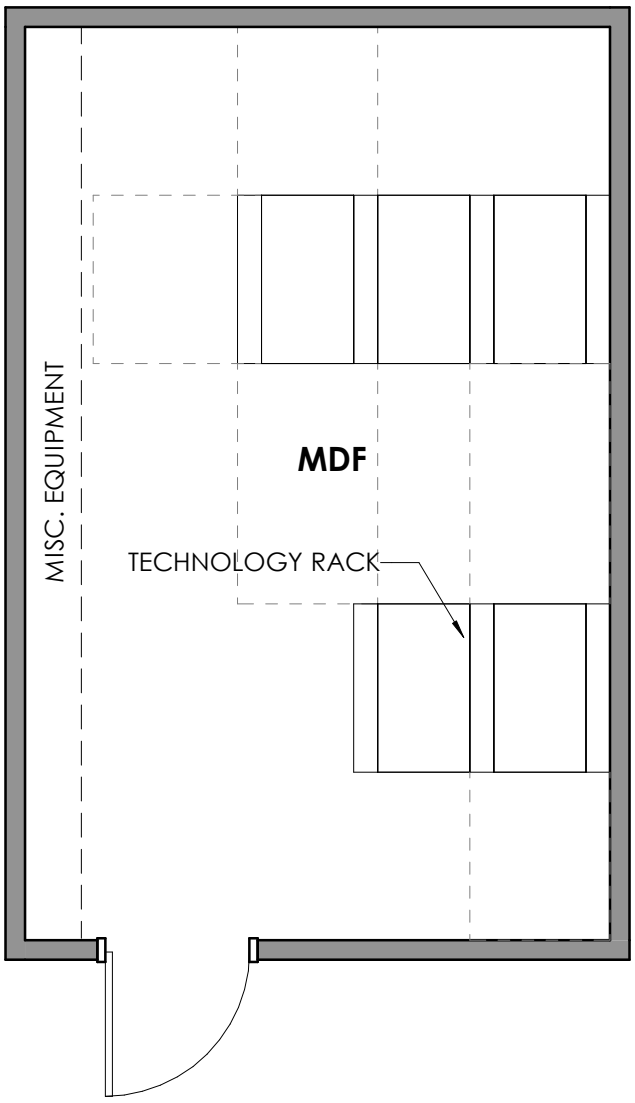


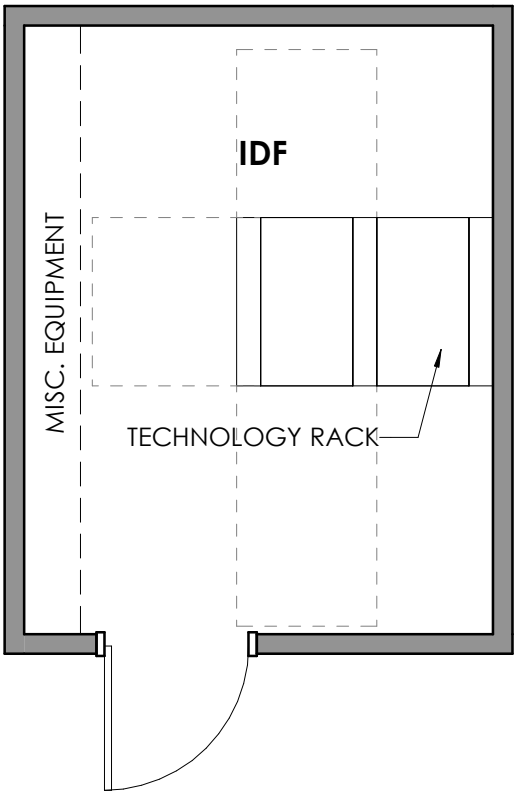

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 15 | METAL SHELVES |
| 30 | ACCESSIBLE SINK |

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 49 | UTILITY SINK |
| 54 | WATER FOUNTAIN |
| 99 | WIRE PARTITION |
| 100 | SKYLIGHT, TYP |
| 101 | SEGEMENTED OVERHEAD DOOR, TYP |

1. Full size tractor.
2. Small tractor.
3. Riding mower.
4. Utility carts (2-3).
5. Storage cage for small equipment.
6. Skylight / daylighting.

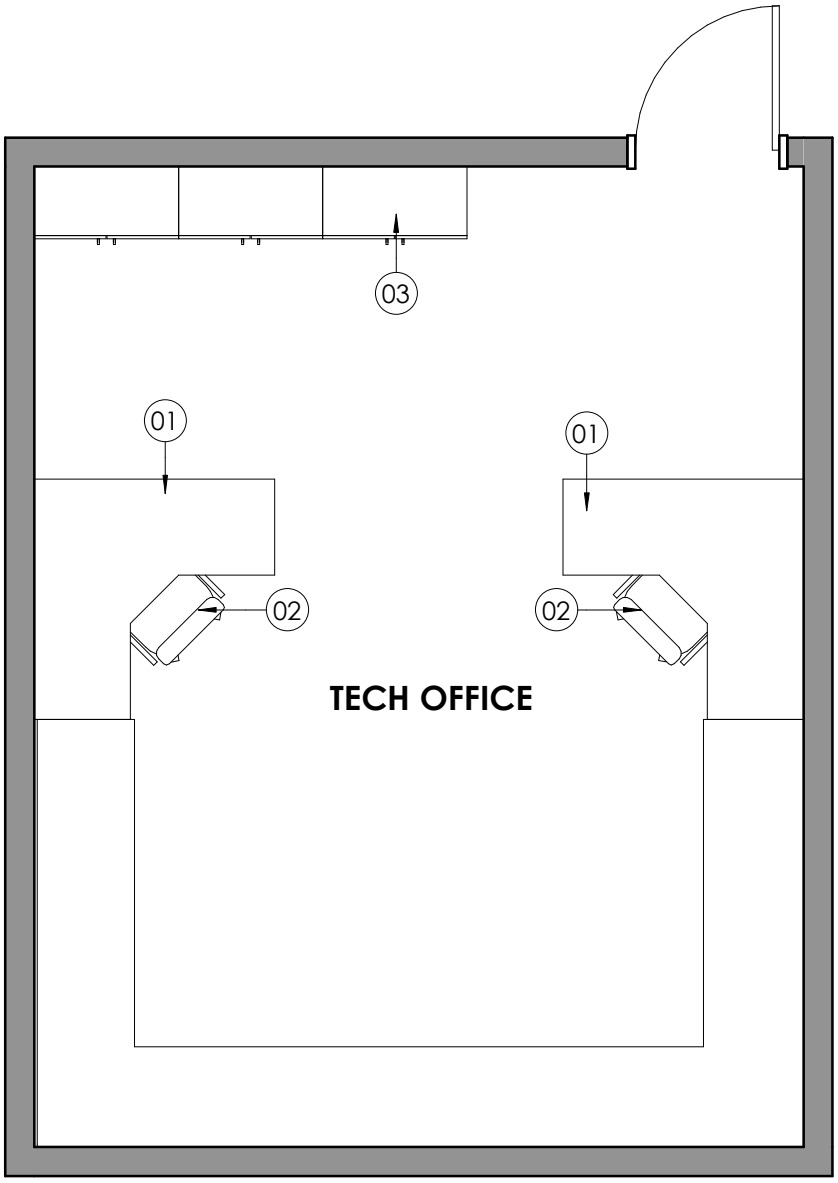
257




258

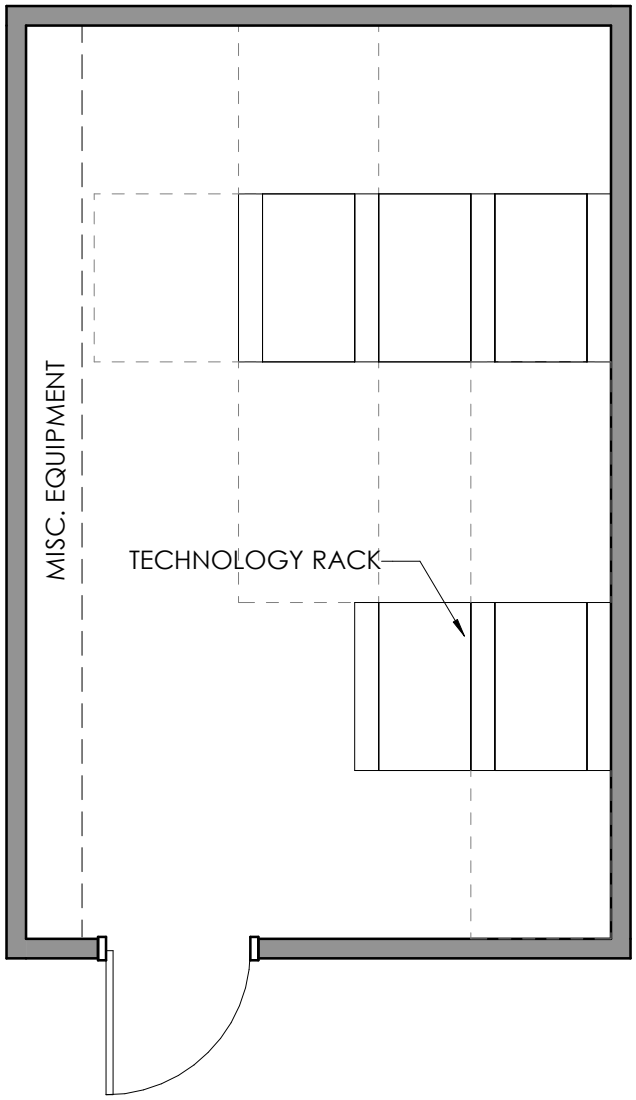
1. Room sizes and technology rack quantity may vary.
2. Card access door hardware.
3. IDF rooms should stack in multi-story wings, if possible.
4. Distance / separation from electrical rooms or other interference.




259

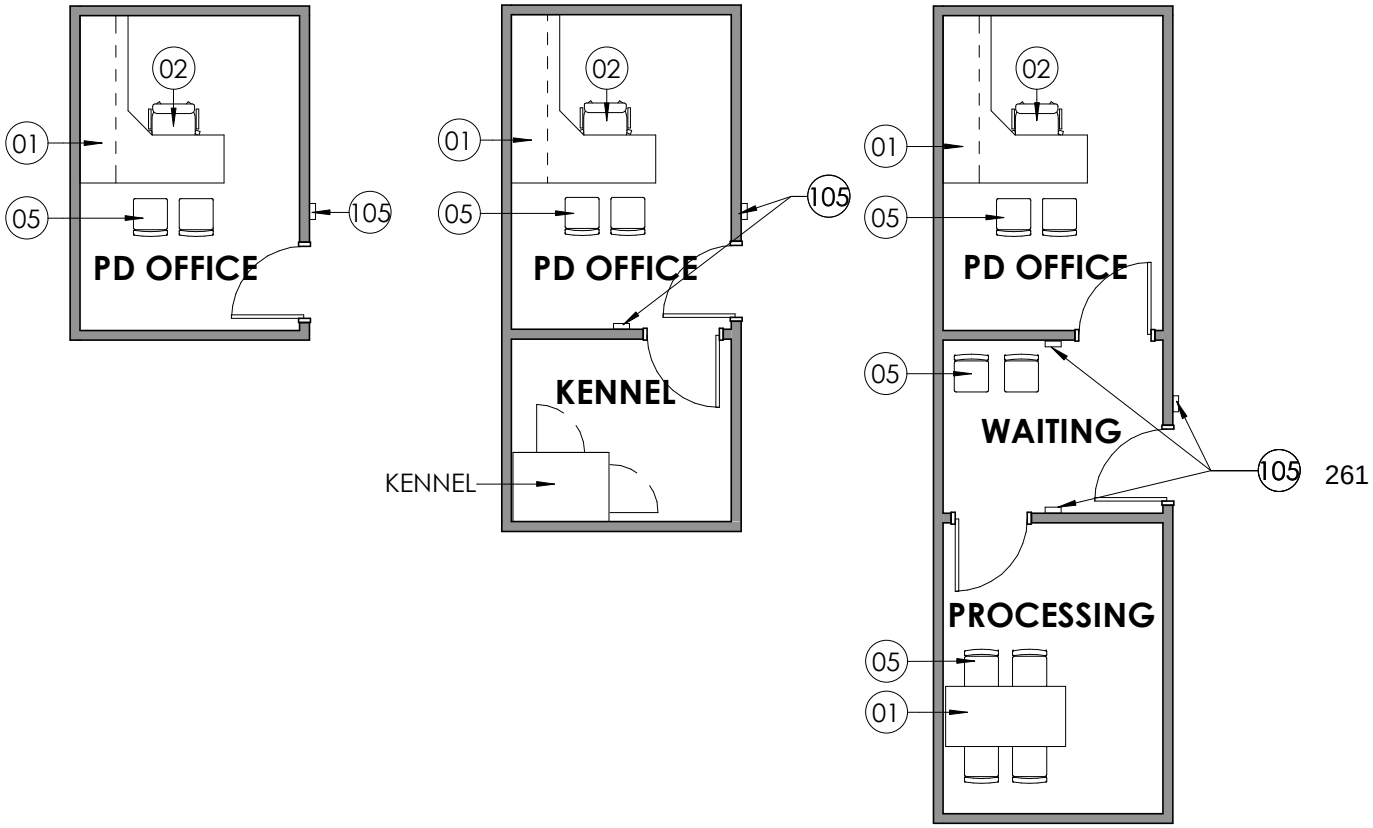
Card access door hardware NOT required.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 03 | WARDROBE |




260

1. Card access door hardware.
2. Distance / separation from electrical rooms or other interference.




1. NFC or contactless access control.
2. Provide two-drawer files (in desk or freestanding).
3. No windows.
4. No door lites.

| KEYNOTE | |
|---|---|
| **ITEM #** | **ITEM** |
| 01 | DESK WITH TWO FILE DRAWERS |
| 02 | DESK CHAIR |
| 05 | GUEST CHAIR |
| 105 | NFC READER |

*End of Room Layouts*

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Scott Muri, Superintendent of Schools

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF RESOLUTION TO NOMINATE DR. SCOTT MURI FOR 2024 SUPERINTENDENT OF THE YEAR**

**DATE:** March 26, 2024

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Each year the Texas Association of School Boards (TASB) recognizes a select group of superintendents for exemplary and visionary leadership. One of these administrators will be named the 2024 Superintendent of the Year at the TASA | TASB txEDCON24.

**********

Administrative Recommendation:

It is recommended that the Board of Trustees Approve Resolution to Nominate Dr. Scott Muri for the 2024 Superintendent of the Year.

# Resolution

## Texas Association of School Boards
## Superintendent of the Year

The _____Independent School District Board

on this date, _____, resolved to

nominate _____, Superintendent of Schools,

for his/her exemplary and visionary leadership toward improving student

performance in our schools.

_____ _____

_____ _____

_____ _____

_____ _____

_____
*School Board President*

*(Note: You may add more personalized resolution language, but it is not necessary for this part of the SOTY process. Individual trustees also should sign the resolution.)*

# REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

Attached you will find minutes of meetings of the Board of Trustees for:

February 13, 2024 – Board Workshop Meeting
February 20, 2024 – Regular Board Meeting

**AT A BOARD WORKSHOP MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., FEBRUARY 13, 2024, WITH THE FOLLOWING MEMBERS:**

| **Present:** | **Absent:** |
|---|---|
| Delma Abalos | |
| Dr. Steve Brown | |
| Tammy Hawkins | |
| Dawn Miller | |
| Christopher Stanley | |
| Robert Thayer | |
| Wayne Woodall | |

**School Officials:** Dr. Scott Muri, Mike Adkins, Dr. Keeley Boyer, Dr. Lilia Náñez, Deborah Ottmers, Dr. Anthony Sorola, Alicia Syverson, Dr. Kellie Wilks

**Others:** Tatiana Dennis, Betsabe Salcido, Aaron Hawley, Tracey Borchardt, Ryan Merritt, Jaime Miller, Jessica Gore, Jeff Daniels, Robin Fawcett, Daniel Beauchamp, Daniel Enriquez, Matthew Spivey, Amy Russell, Sam Magallan, Celeste Potter, Sarah Aguirre, Mark Gabrylczyk, Heather Potts, Crystal Day, Mitchel Davis, Gabriel Enriquez, Samantha Campos, Randy Nguyen, Taylor Roy, Lisa Wills, Melissa Skinner, Virginia Hunt, Stacey Nunez, Ruth Campbell, Rita Lopez, Mary Franco

**26589** **Meeting Called to Order**: Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**26590** **Verification of Compliance with Open Meeting Law – this is to certify that the provisions of Section 551.001 of the Texas Government Code have been met in connection with the public notice of this meeting**: Board President Christopher Stanley, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**26591** **Opening Remarks by Superintendent**: In his opening comments, Superintendent Dr. Scott Muri reminded everyone that Monday, February 19, is a designated bad weather make-up day and since we have not had to miss any school because of the weather, we have nothing to make up. The day will be observed as a holiday for the school district.

**26592** **Public Comment**: Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

In public comment, Jordan Elementary teacher Samantha Campos told Trustees she is part of the recently launched LEAP initiative, calling it a transformative leadership program that has already had a significant impact on her personal and professional growth. She thanked the school board for this opportunity.

Da'Niel Beauchamp, a multi-classroom leader at Bowie Middle School, said she had not heard of this type of program in any other district or state she has worked in, and called it a wonderful experience so far, thanking the district for this chance to grow as a teacher, a leader and a coach.

**Report/Discussion Items**

**26593** **Presentation of the Leadership for Ector's Accelerated Performance (LEAP) Grant**: Superintendent Dr. Scott Muri opened this item for discussion and introduced the presenters from the Community Training and Assistance Center: Bill Slotnik, Chief Executive Officer; Jeff Edmison, Chief Officer of National Field Operations; and Scott Reynolds, Senior Associate of National School Reform. They provided Trustees with an update on the launch of ECISD's LEAP grant initiative. LEAP stands for Leadership for Ector's Accelerated Performance, and it is initially focused on 10 schools that have a high percentage of economically disadvantaged students. LEAP will provide professional development for teachers and leaders and through a highly competitive, multi-year, $9 million grant will reward those who improve their practice and increase student growth with significant stipends. Bill Slotnik called this grant "national recognition that ECISD is a school district on the rise." There are four groups of staff members participating in the professional development provided by this grant. ECISD was one of just 29 educational entities in the United States to earn one of these awards.

No action required.

**26594** **Strategic Plan Quarterly Board Update**: Superintendent of Schools Dr. Scott Muri presented this item for discussion. This presentation focused on two specific projects: (1) Establish To and Through Efforts, (2) and Develop a System of Support for National Board Certification

*First*, **Establish To and Through Efforts,** ECISD Portrait of a Graduate is a staff and community-defined standard of what students should look like upon graduation. The district has already surpassed its 2024 goal for College, Career & Military Readiness (the goal was 65%, last year's score was 73%) and there are CCMR task forces on each high school campus to provide support to students to reach those standards. The department hosts several events for students such as College Night. They are currently planning the district's first Military Recruitment Fair which will be held in March.

*Second,* **Develop a System of Support for National Board Certification,** In relation to National Board Certification for teachers, it stands as a strategic

priority due to its status as the gold standard for advanced teacher credentialing. Studies have consistently demonstrated that a national board-certified teacher significantly enhances student learning outcomes. ECISD, with the generous backing of the Permian Strategic Partnership, offers personalized support and financial assistance to facilitate this process. In December, we celebrated a milestone as our first five staff members attained National Board Certification. Looking ahead, in May, an additional 46 teachers are poised to submit their applications to the National Board. Our district remains steadfast in its efforts to recruit and support educators through this esteemed certification journey.

No action required.

**26595** **Discussion of Proposed 2024-2025 School Actions**: Chief of Schools Dr. Keeley Boyer and Associate Superintendent of Student & School Support Alicia Syverson presented the proposed 2024-2025 school actions. Trustees discussed a series of recommendations involving attendance zones, grade configurations, and program changes at seven elementary schools. This was a lengthy discussion and is laid out separately on our ECISD homepage under Headlines. In a very brief summary, the recommendations for the board to consider are:

- Establish a K-5 attendance boundary for Zavala Elementary that includes the previous Travis Elementary boundaries
- Establish a K-5 attendance boundary for Pease Elementary
- Establish at K-5 attendance boundary for Noel Elementary
- Expand the attendance boundary for San Jacinto Elementary
- Repurpose Burleson Elementary School into an early education center (PreK)

These proposals are based on the District's commitment to bring families back together in Kindergarten – 5th grade neighborhood schools, right-size schools to maximize facility use and efficiency, give more children access to high quality seats in A & B rated schools, expand Prekindergarten, and expand Choice School options for families.

No action required.

**Board Policy**

**26596** **Discussion of Revisions to TASB Local Board Policy EHBE (LOCAL) – Special Programs: Bilingual Education/ESL**: Associate Superintendent of District Operations Dr. Anthony Sorola along with Associate Superintendent of C & I Dr. Lilia Náñez presented this item for discussion. This policy revision spells out what the school district is already doing in implementing a dual

language one-way program in which students learn academic content through two languages: English and Spanish, while also implementing a Dual Language Two-Way Model at appropriate campuses. This policy will be brought back for a second reading and vote on February 20, 2024.

No action required.

**26597** **Discussion of TASB Local Policy GKG (LOCAL) and the Associated Resolution of the Board to Accept as Volunteers Chaplins**: Associate Superintendent of District Operations Dr. Anthony Sorola presented this item. Trustees discussed local policy GKG(Local) and the associated resolution of the board to accept as volunteers' chaplains. Senate Bill 763 enables school districts to employ welcome chaplains as volunteers, providing essential support, services and programs for students as determined by the board. The recommended resolution affirms the existing practice of permitting chaplains to volunteer with schools in accordance with ECISD's volunteer program. This policy will be brought back for a second reading and vote on February 20, 2024.

No action required.

**26598** **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code - [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.]**
**Deliberation Regarding Real Property – Section 551.072 of the Texas Government Code [ Board will deliberate the purchase, exchange, lease, or value of real property.] (The Board of Trustees will discuss the purchase of real property.)**
**Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]**

Board President Christopher Stanley convened the Board of Trustees to closed session at 7:58 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 8:24 p.m.

**26599** **Request for Approval to Authorize the Negotiation and Execution of a Contract to Purchase Property – Property A**: Moved by Brown, seconded by Miller to approve to Authorize the Negotiation and Execution of a Contract to Purchase Property – Property A as presented. Said property being located at 5308 Andrews Highway for future use as the Transportation Center approved in Bond 2023.

Motion unanimously approved.

**26600** **Request for Approval to Authorize the Negotiation and Execution of a Contract to Purchase Property – Property B**: Moved by Brown, seconded by Hawkins to approve to Authorize the Negotiation and Execution of a Contract to Purchase Property – Property B as presented. Said property being a second section of property also located at 5308 Andrews Highway for future use as the Transportation Center approved in Bond 2023.

Motion unanimously approved.

**26601** **Closing Remarks by Superintendent**: There were no closing remarks.

**26602** **Adjournment**: Christopher Stanley Board President, adjourned the Board meeting at 8:25 p.m.

| | |
|---|---|
| _____ | _____ |
| **Board President** | **Board Secretary** |
| *Christopher Stanley* | *Tammy Hawkins* |

**AT A REGULAR MEETING AND JOINT PUBLIC HEARING WITH DISTRICT CONTINUOUS IMPROVEMENT TEAM ON DISTRICT ANNUAL PERFORMANCE REPORT OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON FEBRUARY 20, 2024, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:**

| **Present:** | **Absent:** |
|---|---|
| Delma Abalos | |
| Dr. Steve Brown | |
| Tammy Hawkins | |
| Dawn Miller | |
| Christopher Stanley | |
| Bob Thayer | |
| Wayne Woodall | |

**School Officials:** Dr. Scott Muri, Mike Adkins, Dr. Keeley Boyer, Dr. Lilia Nanez, Dr. Anthony Sorola, Dr. Kellie Wilks

**Others:** Tatiana Dennis, Betsabe Salcido, Aaron Hawley, Jaime Miller, Jessica Gore, Tracey Borchardt, Ryan Merritt, Jeff Daniels, Todd Berridge, Consuelo Soto, Regina Chabarria, Gilbert Vasquez, Levi Bryand, Valerie Shreves, Martha Cirrincione, Mollie Jones, Stacey Nunez, Johnathan Smith, Stephanie Olivas, Leslianne Prince, Celeste Potter, Albessa Chavez, Ruth Campbell, Rita Lopez, Mary Franco

**26603** **Meeting Called to Order**: Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**26604** **Verification of Compliance with Open Meeting Law:** Christopher Stanley, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**26605** **Pledge Allegiance to United States and Texas Flags**: The United States and Texas flag pledges were led by Ross Elementary School Students Baylee Deese and Brandon Fierro.

**26606** **Invocation**: The Invocation was led by Reverend Adrianne B. Coleman of Highland Methodist Church.

**26607** **Special Presentations**:

**Introduction of Texas Music Educators Association All-State Musicians**: Ector County ISD is proud to announce that six students have achieved the prestigious title of Texas All-State Musician from the Texas Music Educators Association (TMEA). This honor follows a rigorous series of regional and area auditions, starting with over 70,000 high school students, with only approximately 2% of those students being selected as All-State. They qualify to perform in one of 18 All-State ensembles in band, orchestra and vocal divisions. To be an All-State Musician means that the individual – these students – are the best individually in the State of Texas. *It is an elite honor*.

TMEA All-State Musician:

Justus Davis, Senior | Odessa HS Choir, Tenor 1, 4-year TMEA All-State Musician

Shaun Price, Senor | Permian HS Band, Horn, 4-year TMEA All-State Musician

Elijah Keast, Senior | Permian HS Choir, Bass 1, 2-year TMEA All-State Musician

Jenesis Paget, Junior | Permian HS Choir, Alto 2, 2-year TMEA All-State Musician

Caidence Searcy, Junior | Permian HS Choir, Alto 1, 2-year TMEA All-State Musician

Aiden Armendariz, Junior | Permian HS Orchestra, String Bass – 1st PHS Orchestra student in 15 years

**Recognition of New Tech Odessa and Odessa Collegiate Academy as Qualifiers for Thomas E. Mosely Academic Decathlon State Meet**: This item has been moved to the March 26, 2024 Regular Board Meeting.

**26608** **Opening Remarks by Superintendent**: In his opening comments, Superintendent Dr. Scott Muri reminded everyone that Early Voting for March Primaries is now underway. He complimented ECISD staff for turning out in strong numbers for the Bond Election in November and encouraged staff and community to be sure to vote again in this election cycle. He said ECISD is a district of leaders and leaders vote.

**26609** **Public Comment**: Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There was no public comment.

**Bond 2023**

**26610** **Bond 2023 Update**: Superintendent of Schools Dr. Scott Muri along with Associate Superintendent of Operations Dr. Anthony Sorola and Executive Director of Finance, Budget & Accounting Albessa Chavez provided the Board of Trustees with the first Bond 2023 update since it was passed in November 2023.

This month's update began with a look at bond finances. Specifically, more than $300,000 has now been encumbered (officially designated for) the purchase of Fine Arts instruments; $29,200 has been spent for land purchases in the form of associated escrow; more than $2.8 million has been spent on the purchase and installation of Promethean interactive flat panels for classrooms and another $401,000 has been officially designated to continue that same work; and $3,580 is now officially designated for laptops for project managers.

Regarding architecture and engineering services, ECISD sent out a Request for Qualifications (RFQ) inviting any interested firms to respond.

A total of 12 firms sent in qualifications, and four of them graded high enough to be invited for an interview. A committee of 15 people, a cross-section of school district departments and functions, interviewed teams from each of the four firms – DLR Group, JSA Architects, PBK Architects, and Parkhill. The next step in this process is to finish evaluating the interviews and qualifications of each firm and assigning bond projects as determined.

Trustees learned more about the work to acquire land for the new Transportation Center. Now under contract and in negotiations, are two pieces of property at 5308 N. Andrews Highway, just north of the intersection with 52nd Street. The 21 acres sits adjacent to the ECISD Instructional Materials Warehouse and includes its own warehouse and office building, and has easy access to main roads. The cost is $2.2 million. ECISD plans to keep and maintain the current bus barn on W. 10th Street as a satellite location.

The District is actively seeking third-party project management services to oversee the largest, most complex bond projects, assisting ECISD's Operations Department with the volume of work and dollars being spent.

No action required.

**26611** **Discussion of and Request for Approval of Bond 2023 Purchases over $50,000**: Moved by Hawkins, seconded by Miller to approve the Bond 2023 Purchases over $50,000 as presented. This item included the projected architectural and engineering services (approximately $26.4 million), the cost of the two pieces of property for the new Transportation Center (approximately $2.2 million), land surveying services ($100,000) and additional environmental assessment services ($100,000).

Motion unanimously approved.

**26612** **Discussion of and Request for Approval of School District Facilities Construction Method by Bond 2023 Project**: Moved by Brown, seconded by Woodall to approve the School District Facilities Construction Method by Bond 2023 Project as presented. There are six construction delivery methods approved for school districts to use: Construction Manager At-Risk, Competitive Sealed Proposal, Job Order Contract, Competitive Bidding, Design Build, and Construction Manager Agent. School leaders recommended, and Trustees approved:

- Construction Manager At-Risk for the Career & Technical Education Center, the new middle school, and the Permian High School auditorium.
- Competitive Sealed Proposal for the Transition Learning Center, Agricultural Facility, and the Transportation Center.

Motion unanimously approved.

**Board Policy**

**26613** **Discussion of and Request for Approval of TASB Local Policy GKG (LOCAL) – Community Relations: School Volunteer Program**: Moved by Abalos, seconded by Hawkins to approve TASB Local Policy GKG (LOCAL) – Community Relations: School Volunteer Program as presented. This recommended policy from the Texas Association of School Boards enables volunteer support across critical areas such as teaching, student/staff welfare, and district needs.

Motion unanimously approved.

**26614** **Discussion of and Request for Approval of Resolution of the Board to Accept as Volunteers Chaplains**: Moved by Abalos, seconded by Woodall to approve Resolution of the Board to Accept as Volunteers Chaplains as presented. Senate Bill 763 enables school districts to employ or welcome chaplains as volunteers, providing essential support, services and programs for students as determined by the board. The resolution affirms the existing practice of permitting chaplains to volunteer with schools in accordance with ECISD's volunteer program.
Motion unanimously approved.

**26615** **Discussion of and Request for Approval of Revisions to Local Board Policy EHBE (LOCAL) – Special Programs: Bilingual Education/ESL**: Moved by Abalos, seconded by Hawkins to approve Revisions to Local Board Policy EHBE (LOCAL) – Special Programs: Bilingual Education/ESL as presented. This policy revision outlines the existing practices of the school district in implementing a one-way dual language program, in which students acquire academic content in both English and Spanish, alongside the incorporation of a Dual Language Two-Way Model at appropriate campuses.

Motion unanimously approved.

**Action Items**

**26616** **Discussion of and Request for Approval of 2023-2024 Budget Amendment #6**: Moved by Brown seconded by Woodall to approve the 2023-2024 Budget Amendment #6 as presented.

Motion unanimously approved.

**26617** **Discussion of and Request for Approval of Purchases over $50,000**: Moved by Brown seconded by Abalos to approve the Purchases over $50,000 as presented.

Motion unanimously approved.

**26618** **Discussion of and Request for Approval of the 2024-2025 School Actions**: Trustees voted on a series of school actions for the 2024-25 school year. These school actions include new attendance zones and/or new grade configurations for 5 elementary schools.

**26619** **Discussion of and Request for Approval of the 2024-2025 K-5 Zavala Elementary Attendance Boundary**: The 2024-2025 K-5 Zavala Elementary attendance boundary item was withdrawn from the agenda, with Dr. Muri stating that further review and refinement are necessary. This item will be reconsidered at an upcoming meeting.

No action taken.

**26620** **Discussion of and Request for Approval of the 2024-2025 K-5 Pease Elementary Attendance Boundary**: Moved by Abalos, seconded by Brown to approve the 2024-2025 K-5 Pease Elementary Attendance Boundary as presented. The new attendance zone will go into effect in August 2024. In addition, Pease will be the location of the International Baccalaureate Primary Years Programme, a new Choice School offering for students.

Motion unanimously approved.

**26621** **Discussion of and Request for Approval of the 2024-2025 K-5 Noel Elementary Attendance Boundary**: Moved by Miller, seconded by Woodall to approve the 2024-2025 K-5 Noel Elementary Attendance Boundary as presented. The new attendance zone will go into effect in August 2024.

Motion unanimously approved.

**26622** **Discussion of and Request for Approval of the 2024-2025 K-5 San Jacinto Elementary Attendance Boundary**: Moved by Brown, seconded by Woodall to approve the 2024-2025 K-5 San Jacinto Elementary Attendance Boundary as presented. The new attendance zone will go into effect in August 2024.

Motion unanimously approved.

**26623** **Discussion of and Request for Approval to Repurpose Burleson Elementary into a Prekindergarten Center**: Moved by Abalos, seconded by Brown to Repurpose Burleson Elementary into a Prekindergarten Center as presented. With this decision, students in the current Burleson attendance zone will be rezoned to attend either Noel Elementary or San Jacinto Elementary. Families will be notified very soon.

Motion unanimously approved.

**26624** **Discussion of and Request for Approval of 2024-2025 Academic Calendars**: Moved by Abalos, seconded by Hawkins to approve the 2024-2025 Academic Calendars as presented.

Motion unanimously approved.

**26625** **Discussion of and Request for Approval of Resolution to Designate Additional Nonbusiness Days Under Texas Public Information Act (TPIA) for Year 2024**: Moved by Brown, seconded by Hawkins to approve a Resolution to Designate Additional Nonbusiness Days Under Texas Public Information Act (TPIA) for Year 2024 as presented. This resolution designates March 12, 13, 14; July 3, 5; November 26, 27; and December 27, 30 and 31 as additional non-business days under the Texas Public Information Act for Year 2024. This is a change in the law that went into effect after the last legislative session ended. Except for specified national and state holidays and other identified days, government entities now must designate up to 10 days as "nonbusiness" days for calculating deadlines for TPIA request. These are days the entity expects to be closed or operating with reduced staff. This action is required annually for each calendar year.

Motion unanimously approved.

**26626** **Consent Agenda**: Moved by Abalos, seconded by Hawkins to approve Consent Agenda as presented.

A. Request for Approval of Minutes of Meetings
B. Request for Approval of Bills for Payment
C. Request for Approval of Acceptance of Donations Over $10,000
D. Request for Approval of Quarterly Investment Report
E. Request for Approval of Resolution of the Board for Removal of Resigned Investment Officer(s)
F. Request for Approval of Investment Officer Account Access Authorization
G. Request for Approval of Memorandum of Understanding between Education Foundation and Ector County ISD for the Inspiration Station
H. Request for Approval of Additional 2023-2024 T-TESS Appraisers

Motion unanimously approved.

**Public Hearing**

**26627** **Joint Public Hearing with District Continuous Improvement Team on District Annual Performance Report**: Superintendent Dr. Scott Muri opened this item for discussion. Executive Director of Accountability Dr. Jessica Gore presented the District Annual Performance Report. School districts are required to hold a public hearing to discuss this annual report which includes academic performance data, accreditation status, campus performance objectives, and information on violent or criminal incidents. The information in this report is for the 2020-21 school year.

Immediately following the presentation, Board President Christopher Stanley declared the Joint Public Hearing with District Continuous Improvement Team on District Annual Performance Report, ***open.***



There was no public comment.

Board President Christopher Stanley declared the Joint Public Hearing with District Continuous Improvement Team on District Annual Performance Report, ***closed***.

No action required.

**26628** **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District; or hear a complaint or charge against an officer or employee.] (Discussion of the 2024-2025 ECISD Campus Principal Administrator Contracts).**
**Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]**:

Board President Christopher Stanley convened to the Board of Trustees to closed session at 7:42 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 7:50 p.m.

**26629** **Request for Approval of the 2024-2025 ECISD Campus Principal Administrator Contracts**: Moved by Brown, seconded by Woodall to approve the 2024-2025 ECISD Campus Principal Administrator Contracts as presented.

Motion unanimously approved.

**26630** **Information Items**: The Board of Trustees were provided with the following information items: Financials, Purchasing Report, Routine Personnel Report, and Added Administrative Professional Stipend/Pay Grade Memorandum.

**26631** **Closing Remarks by the Superintendent**: There were no closing remarks.

**26632** **Adjournment**: Board President Christopher Stanley adjourned the Board meeting at 7:50 p.m.

_____ _____

**Board President** **Board Secretary**
*Christopher Stanley* *Tammy Hawkins*

# REQUEST FOR APPROVAL OF BILLS FOR PAYMENT

Attached you will find a list of disbursements for the previous month for your approval.

TO: BOARD OF TRUSTEES
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

The following check amounts for the operations, materials and supplies for the maintenance of the School District are presented for your approval.

For the period 2/15/2024 to 3/20/2024

| ANALYSIS RECAPITULATION | AMOUNT |
|---|---|
| Operating Fund: | $ 12,650,685.92 |

**ECTOR COUNTY ISD**
**CHECK REGISTER**
**02/15/2024 - 03/20/2024**

| DATE | PAYEE | AMOUNT |
|---|---|---|
| 2/21 | ALL ABOARD AMERICA! | 6,770.00 |
| 2/21 | AMERIPRIDE SERVICES INC. | 545.90 |
| 2/21 | B-LINE FILTER & SUPPLY INC | 1,395.00 |
| 2/21 | AUTOMATIC ICE MACHINE | 373.00 |
| 2/21 | CONSOLIDATED ELECTRICAL DISTRIBUTORS | 181.80 |
| 2/21 | DAKTRONICS, INC | 500.00 |
| 2/21 | EDITORIAL PROJECTS IN EDUCATION INC | 97.00 |
| 2/21 | FLINN SCIENTIFIC INC | 2,430.50 |
| 2/21 | J W PEPPER & SON INC | 18.00 |
| 2/21 | LAKESHORE LEARNING MATERIALS | 852.15 |
| 2/21 | PLANK ROAD PUBLISHING INC | 70.40 |
| 2/21 | NATIONAL GUARANTEED VINYL INC | 446.00 |
| 2/21 | O REILLY AUTO ENTERPRISES LLC | 1,123.90 |
| 2/21 | ORIENTAL TRADING COMPANY INC | 54.67 |
| 2/21 | PRO-ED | 308.00 |
| 2/21 | RON TURLEY ASSOCIATES INC | 8,032.00 |
| 2/21 | SCHOLASTIC BOOK FAIRS | 4,488.41 |
| 2/21 | TEXAS COMPUTER EDUCATION ASSOCIATION | 449.00 |
| 2/21 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 1,035.00 |
| 2/21 | TRANE U.S. INC. | 3,101.99 |
| 2/21 | ULINE INC. | 1,203.71 |
| 2/21 | VISTA HIGHER LEARNING | 5,797.00 |
| 2/21 | WEISSMAN'S DESIGN FOR DANCE | 143.88 |
| 2/21 | NAPA AUTO PARTS | 519.42 |
| 2/21 | STONE TOWER GRAFIX | 4,261.67 |
| 2/21 | STONE TOWER GRAFIX | 985.00 |
| 2/21 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 2,852.04 |
| 2/21 | JOSTENS INC | 5,731.40 |
| 2/21 | BEST CHOICE COFFEE SERVICES LLC | 271.18 |
| 2/21 | BEST CHOICE COFFEE SERVICES LLC | 739.16 |
| 2/21 | SCHOOL SPECIALTY LLC | 1,571.10 |
| 2/21 | SCHOOL SPECIALTY LLC | 625.80 |
| 2/28 | ACADEMIC LEARNING COMPANY LLC | 526.35 |
| 2/28 | AMERIPRIDE SERVICES INC. | 596.68 |
| 2/28 | ANCHOR BOLT & SUPPLY | 30.91 |
| 2/28 | BASIN BLOCK & SUPPLY | 991.35 |
| 2/28 | BSN SPORTS INC | 2,998.60 |
| 2/28 | BUCK'S WHEEL & EQUIPMENT COMPANY | 1,694.99 |
| 2/28 | CAFE VENTURE COMPANY | 805.00 |
| 2/28 | AUTOMATIC ICE MACHINE | 451.98 |
| 2/28 | COMPUDATA SOLUTIONS LLC | 1,190.00 |
| 2/28 | DIAMOND BUSINESS SERVICES INC | 810.07 |
| 2/28 | FIRETROL PROTECTION SYSTEMS INC | 1,330.00 |
| 2/28 | HAL LEONARD CORPORATION | 230.33 |
| 2/28 | NO TEARS LEARNING INC. | 466.05 |

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| 2/28 | J W PEPPER & SON INC | 498.49 |
| 2/28 | VITAL SIGNS | 573.06 |
| 2/28 | LAKESHORE LEARNING MATERIALS | 42,851.64 |
| 2/28 | MARK'S PLUMBING PARTS | 5,939.50 |
| 2/28 | MSC INDUSTRIAL SUPPLY CO. | 3,569.00 |
| 2/28 | O REILLY AUTO ENTERPRISES LLC | 1,158.58 |
| 2/28 | SCHOLASTIC INC | 1,824.68 |
| 2/28 | SIMS PLASTIC INC | 117.25 |
| 2/28 | TEXAS ART EDUCATION ASSOCIATION (TAEA) | 2,074.00 |
| 2/28 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 590.00 |
| 2/28 | THE BOSWORTH LTD | 52,368.88 |
| 2/28 | TRANE U.S. INC. | 14,809.28 |
| 2/28 | VWR INTERNATIONAL LLC (WARD'S SCIENCE) | 1,397.03 |
| 2/28 | WEISSMAN'S DESIGN FOR DANCE | 457.80 |
| 2/28 | WEST MUSIC CO | 650.34 |
| 2/28 | BROADWAY MOTORS INC | 4,553.46 |
| 2/28 | GALLS LLC | 2,136.93 |
| 2/28 | NAPA AUTO PARTS | 1,752.59 |
| 2/28 | ASSESSMENT TECHNOLOGIES INSTITUTE LLC | 4,000.00 |
| 2/28 | STONE TOWER GRAFIX | 461.16 |
| 2/28 | TEXAS COUNCIL OF ADMINISTRATORS OF | 2,815.00 |
| 2/28 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 1,483.95 |
| 2/28 | JOSTENS INC | 6,222.95 |
| 2/28 | SOUTHERN TIRE MART LLC | 362.00 |
| 2/28 | BEST CHOICE COFFEE SERVICES LLC | 333.17 |
| 2/28 | SCHOOL SPECIALTY LLC | 7,071.28 |
| 2/28 | SCHOOL SPECIALTY LLC | 8,167.26 |
| 2/28 | SECUREDOCS INC | 4,800.00 |
| 2/28 | ENTOURAGE IMAGING INC | 513.50 |
| 3/6 | 4IMPRINT INC | 783.82 |
| 3/6 | ALL ABOARD AMERICA! | 10,504.90 |
| 3/6 | ALL ABOUT HEARING | 2,532.00 |
| 3/6 | AMERIPRIDE SERVICES INC. | 583.45 |
| 3/6 | B-LINE FILTER & SUPPLY INC | 1,395.00 |
| 3/6 | BSN SPORTS INC | 99.96 |
| 3/6 | BUCK'S WHEEL & EQUIPMENT COMPANY | 231.31 |
| 3/6 | CENTERS FOR CHILDREN & FAMILIES | 2,250.00 |
| 3/6 | DIAMOND BUSINESS SERVICES INC | 5,814.35 |
| 3/6 | FIRETROL PROTECTION SYSTEMS INC | 1,150.00 |
| 3/6 | FLINN SCIENTIFIC INC | 631.78 |
| 3/6 | NO TEARS LEARNING INC. | 1,879.00 |
| 3/6 | HENRY SCHEIN INC | 1,823.37 |
| 3/6 | J W PEPPER & SON INC | 125.99 |
| 3/6 | LAKESHORE LEARNING MATERIALS | 5,638.19 |
| 3/6 | MATHWARM-UPS.COM | 4,710.00 |
| 3/6 | MSC INDUSTRIAL SUPPLY CO. | 1,102.04 |
| 3/6 | ODESSA WINLECTRIC | 507.99 |
| 3/6 | O REILLY AUTO ENTERPRISES LLC | 1,350.37 |
| 3/6 | O REILLY AUTOMOTIVE STORES INC | 33.47 |
| 3/6 | ORIENTAL TRADING COMPANY INC | 611.95 |

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| 3/6 | PIONEER DRAMA SERVICE | 226.50 |
| 3/6 | SECURED DOCUMENT SHREDDING INC | 1,973.40 |
| 3/6 | TEXAS ART EDUCATION ASSOCIATION (TAEA) | 697.00 |
| 3/6 | TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS | 145.00 |
| 3/6 | TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC | 439.00 |
| 3/6 | THE BOSWORTH LTD | 8,766.28 |
| 3/6 | TRANE U.S. INC. | 303,838.83 |
| 3/6 | UNITED STATES ACADEMIC | 350.00 |
| 3/6 | GALLS LLC | 4,100.08 |
| 3/6 | HTL OPERATING LLC | 3,096.00 |
| 3/6 | NAPA AUTO PARTS | 102.72 |
| 3/6 | ASSESSMENT TECHNOLOGIES INSTITUTE, LLC | 2,100.00 |
| 3/6 | STONE TOWER GRAFIX | 5,730.53 |
| 3/6 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 1,435.65 |
| 3/6 | SOUTHERN TIRE MART LLC | 237.00 |
| 3/6 | BEST CHOICE RESTAURANTS LLC | 534.71 |
| 3/6 | SCHOOL SPECIALTY LLC | 15,267.58 |
| 3/20 | 4IMPRINT INC | 8,401.66 |
| 3/20 | ALL ABOARD AMERICA! | 10,362.40 |
| 3/20 | AMERIPRIDE SERVICES INC. | 1,784.91 |
| 3/20 | BSN SPORTS, INC DBA US GAMES | 709.62 |
| 3/20 | BSN SPORTS INC | 885.62 |
| 3/20 | BUCK'S WHEEL & EQUIPMENT COMPANY | 379.03 |
| 3/20 | AUTOMATIC ICE MACHINE | 360.98 |
| 3/20 | DIAMOND BUSINESS SERVICES INC | 14,137.57 |
| 3/20 | HENRY SCHEIN INC | 4,260.48 |
| 3/20 | HENRY SCHEIN INC | 6,633.31 |
| 3/20 | J W PEPPER & SON INC | 316.98 |
| 3/20 | LAKESHORE LEARNING MATERIALS | 24,351.49 |
| 3/20 | MARK'S PLUMBING PARTS | 2,096.04 |
| 3/20 | MIDLAND SAFETY & HEALTH SALES | 295.00 |
| 3/20 | O REILLY AUTO ENTERPRISES LLC | 2,222.23 |
| 3/20 | REGION IV SERVICE CENTER | 55.00 |
| 3/20 | SCHOLASTIC BOOK FAIRS | 1,618.17 |
| 3/20 | SCHOLASTIC INC | 296.67 |
| 3/20 | SECURED DOCUMENT SHREDDING INC | 1,504.57 |
| 3/20 | SIMS PLASTIC INC | 1,079.61 |
| 3/20 | THE BOSWORTH LTD | 96,000.00 |
| 3/20 | THE BOSWORTH LTD | 4,802.37 |
| 3/20 | TRANE U.S. INC. | 824.39 |
| 3/20 | ULINE INC. | 1,227.72 |
| 3/20 | WEST MUSIC CO | 484.48 |
| 3/20 | BROADWAY MOTORS INC | 3,426.92 |
| 3/20 | HTL OPERATING LLC | 98.09 |
| 3/20 | NAPA AUTO PARTS | 2,111.68 |
| 3/20 | ACCO BRANDS CORPORATION | 2,371.67 |
| 3/20 | TRANSMISSION SERVICE & SUPPLY INC | 5,040.24 |
| 3/20 | STONE TOWER GRAFIX | 4,197.64 |
| 3/20 | PESI INC | 649.93 |
| 3/20 | ARAMARK UNIFORM & CAREER APPAREL GROUP INC. | 1,521.39 |

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|---|---|---|
| 3/20 | SCHOOL SPECIALTY LLC | 2,221.25 |
| 3/20 | SCHOOL SPECIALTY LLC | 3,851.52 |
| 3/20 | LITERACY RESOURCES LLC | 865.08 |
| 2/15 | GRANULAR INSURANCE COMPANY | 105,778.91 |
| 2/21 | ALEXANDRIA LUNSFORD | 170.50 |
| 2/21 | ALICIA DOMINGUEZ | 170.50 |
| 2/21 | ALICIA LIPPMAN | 22.51 |
| 2/21 | ALICIA SYVERSON | 9.80 |
| 2/21 | AMAZON CAPITAL SERVICES | 31,823.14 |
| 2/21 | ANDREW BRADFORD | 170.50 |
| 2/21 | ARMANDO RONQUILLO | 108.00 |
| 2/21 | ARTHUR SPEAR | 240.00 |
| 2/21 | ATHLETIC SUPPLY INC | 1,015.00 |
| 2/21 | AUDRIE LUJAN | 51.75 |
| 2/21 | BANK OF NEW YORK MELLON | 500.00 |
| 2/21 | BEATRIS MATA | 141.00 |
| 2/21 | BIG BEND TELECOM LTD | 3,900.00 |
| 2/21 | BIMBO BAKERIES USA | 4,577.22 |
| 2/21 | BLUE STAR BUS SALES LTD | 367.56 |
| 2/21 | BLUEFIN LLC | 113,786.92 |
| 2/21 | BOOKBINDING & LAMINATING INC | 2,995.00 |
| 2/21 | BRIANNA MCDOWELL | 44.25 |
| 2/21 | BRITTANY SNYDER | 474.46 |
| 2/21 | BUSINESS PROFESSIONALS AMERICA | 154.00 |
| 2/21 | BUSINESS PROFESSIONALS AMERICA | 880.00 |
| 2/21 | CARDIO PARTNERS INC | 987.83 |
| 2/21 | CASEY WERNER | 600.00 |
| 2/21 | CHERYL HINESLY | 29.55 |
| 2/21 | CHRISTINA ACOSTA | 1,368.00 |
| 2/21 | CHRISTINE MATTA | 24.39 |
| 2/21 | CITY OF ODESSA | 13,629.99 |
| 2/21 | CRISTINA FIGUEROA | 14.74 |
| 2/21 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 140.00 |
| 2/21 | CURRICULUM ASSOCIATES INC | 1,859.00 |
| 2/21 | CYNTHIA RUBALCADO | 141.00 |
| 2/21 | DARRYL WILLIAMS | 13,370.00 |
| 2/21 | DAVID CUPP | 35.38 |
| 2/21 | DAVID LAY | 3,700.00 |
| 2/21 | DAVID MOLINAR | 240.00 |
| 2/21 | DAWN L MILLER | 866.32 |
| 2/21 | DECOTY COFFEE COMPANY | 268.90 |
| 2/21 | ELISHA MOBERLY | 237.00 |
| 2/21 | ELIZABETH MARJASON | 74.57 |
| 2/21 | ELUMA LLC | 122,638.00 |
| 2/21 | ERIC GARCIA | 7,560.41 |
| 2/21 | G H DAIRY | 30,881.73 |
| 2/21 | GABRIELLE RAMOS | 38.73 |
| 2/21 | GAYLA MCMURRIAN | 300.00 |
| 2/21 | GEORGINA FIGUEROA | 247.68 |
| 2/21 | GRANDE COMMUNICATIONS NETWORK LLC | 3,339.22 |

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|---|---|---|
| 2/21 | GRANDE COMMUNICATIONS NETWORK LLC | 1,626.71 |
| 2/21 | GRAYBAR | 6,112.07 |
| 2/21 | HARMONY HOME CHILDREN'S ADVOCACY CENTER | 200.00 |
| 2/21 | ISABEL CARDONA | 141.00 |
| 2/21 | JACKSON KNIGHT | 250.00 |
| 2/21 | JAMES RAMAGE | 141.00 |
| 2/21 | JAYNE TILLERY | 48.91 |
| 2/21 | JOHNNY H. RODRIGUEZ | 80.00 |
| 2/21 | JONN SIBLEY | 208.77 |
| 2/21 | JUAN FUENTES | 35.85 |
| 2/21 | JUSTIN YOUNG | 120.00 |
| 2/21 | KELLIE THOMAS | 20.44 |
| 2/21 | KRISTY MARQUEZ | 474.46 |
| 2/21 | L WALLACE CONSTRUCTION CO INC | 840,225.09 |
| 2/21 | LA MARGARITA | 155.00 |
| 2/21 | LABATT FOOD SERVICE | 49,121.73 |
| 2/21 | LIBERTY PAPER | 24,654.00 |
| 2/21 | LILIA NANEZ | 163.00 |
| 2/21 | LISA WILLS | 163.00 |
| 2/21 | LOCKFAST LLC | 121.66 |
| 2/21 | LOVING GUIDANCE INC | 1,398.00 |
| 2/21 | LUNCH MONY INC | 113.84 |
| 2/21 | LVR COMMERICAL FLOORING | 5,330.38 |
| 2/21 | LYNDSAY FREEMAN | 44.69 |
| 2/21 | MANSFIELD OIL COMPANY OF GAINESVILLE, INC | 21,828.22 |
| 2/21 | MARIA COSTILLA | 6.16 |
| 2/21 | MARIA ORTIZ | 314.79 |
| 2/21 | MEAGAN CAMPBELL | 16.55 |
| 2/21 | MICHAEL HAWLEY | 2,636.41 |
| 2/21 | MICHAEL HORTON | 1,214.50 |
| 2/21 | MICHEL DOCKTOR | 350.00 |
| 2/21 | MONK HOLDINGS LLC | 444.00 |
| 2/21 | MUSIC SALES DIGITAL SERVICES LLC | 1,375.00 |
| 2/21 | NAT ARMENDAREZ | 280.00 |
| 2/21 | NATALIE FITZGERALD | 51.75 |
| 2/21 | NATIONAL TRAVEL SYSTEMS | 1,401.86 |
| 2/21 | NCS PEARSON INC | 3,200.90 |
| 2/21 | ODESSA COLLEGE | 195.74 |
| 2/21 | ODESSA SIGN SOLUTION LLC | 62.50 |
| 2/21 | SEWCO INC | 18,238.22 |
| 2/21 | AMERICA JIMENEZ SALVIDREZ | 48.25 |
| 2/21 | HECTOR HERNANDEZ | 48.25 |
| 2/21 | JOSE SAUCEDO MARTINEZ | 48.25 |
| 2/21 | LETICIA RODRIGUEZ | 48.25 |
| 2/21 | PACY GOMEZ | 410.00 |
| 2/21 | PENSKE COMMERCIAL VEHICLES US LLC | 3,933.14 |
| 2/21 | PIRAINO CONSULTING, INC | 1,837.85 |
| 2/21 | PRECISION BUSINESS MACHINES INC (PBM) | 752.38 |
| 2/21 | PROFORCE MARKETING | 2,435.70 |
| 2/21 | RAUL SANCHEZ | 300.00 |

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| 2/21 | REGION 18 EDUCATION SERVICE CENTER | 1,175.00 |
| 2/21 | RIVERSIDE ASSESSMENTS LLC | 1,309.70 |
| 2/21 | RONALD PROMESSE | 300.00 |
| 2/21 | ROSA L BEATTY | 24.97 |
| 2/21 | ROSALITA GARCIA | 36.18 |
| 2/21 | CENTERING ON CHILDREN | 175.00 |
| 2/21 | NATIONAL BOARD RESOURCE CENTER C/O | 27,000.00 |
| 2/21 | STEPHEN TROUB | 475.00 |
| 2/21 | SYSCO USA, INC | 41,652.04 |
| 2/21 | TASO SOCCER PERMIAN BASIN CHAPTER | 700.00 |
| 2/21 | TESS DONNER | 6,150.00 |
| 2/21 | TEXAS DEPARTMENT OF PUBLIC SAFETY | 177.00 |
| 2/21 | THE HON COMPANY LLC C/O OFFICEWISE | 574.30 |
| 2/21 | THE RON CLARK ACADEMY | 4,200.00 |
| 2/21 | TRIPLE TREATS ODESSA INC | 66.00 |
| 2/21 | TROPHY DEN | 332.00 |
| 2/21 | TRUE NORTH CONSULTING GROUP LLC | 7,878.40 |
| 2/21 | TYLER THOMPSON | 300.00 |
| 2/21 | TYSON PREPARED FOOD, INC. | 14,236.80 |
| 2/21 | UNITED REFRIGERATION | 5.32 |
| 2/21 | UNIVERSITY OF TX-PERMIAN BASIN | 1,200.00 |
| 2/21 | US FOODS, INC. | 2,073.70 |
| 2/21 | IMPERIAL BAG & PAPER LLC | 226.29 |
| 2/21 | WAWONA FROZEN FOOD I | 77,016.96 |
| 2/21 | WHITNEY CREEKMORE | 90.58 |
| 2/21 | XEROX CORPORATION | 6,359.23 |
| 2/23 | GRANULAR INSURANCE COMPANY | 105,778.91 |
| 2/28 | ADRIANA HERNANDEZ | 40.58 |
| 2/28 | AIR TUTORS LLC | 334,500.00 |
| 2/28 | ALAN WILLIAMS | 5,220.25 |
| 2/28 | ALPHA FOODS CO. | 31,165.68 |
| 2/28 | AMANDA NAPOLEON | 2,196.86 |
| 2/28 | AMANDA PARSONS | 173.93 |
| 2/28 | AMAZON CAPITAL SERVICES | 55,249.62 |
| 2/28 | AMERICAN EXPRESS | 16,181.02 |
| 2/28 | AMERICAN FAMILY LIFE & CANCER | 41.50 |
| 2/28 | AMERICAN FAMILY LIFE & CANCER | 6.00 |
| 2/28 | ANGEL RODRIGUEZ | 471.67 |
| 2/28 | ANTHONY GARCIA | 614.26 |
| 2/28 | ANTONIO R GONZALEZ | 600.00 |
| 2/28 | ARMADILLO CLAY & SUPPLY | 1,070.98 |
| 2/28 | ARTHUR SPEAR | 720.00 |
| 2/28 | ASSOCIATION OF TEXAS | 2,799.31 |
| 2/28 | AT&T | 9,787.35 |
| 2/28 | AT&T MOBILITY | 57.76 |
| 2/28 | ATHLETIC SUPPLY INC | 8,094.00 |
| 2/28 | ATKINS HOLLMAN JONES PEACOCK | 1,376.00 |
| 2/28 | AUDRIE LUJAN | 96.00 |
| 2/28 | AUSTIN TREVINO | 2,704.05 |
| 2/28 | BATTERSHELL VETERINARY SERVICES | 126.00 |

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| 2/28 | BELINDA K MARTINEZ | 8,000.00 |
| 2/28 | BETSABE GONZALEZ SALCIDO | 360.47 |
| 2/28 | BIMBO BAKERIES USA | 6,395.58 |
| 2/28 | BLANCA ANAYA | 26.73 |
| 2/28 | BLANCA LUJAN | 78.52 |
| 2/28 | DICK BLICK COMPANY | 8,540.36 |
| 2/28 | BLUE STAR BUS SALES LTD | 54.27 |
| 2/28 | BLUEFIN LLC | 620.95 |
| 2/28 | BLUEFIN LLC | 8,120.00 |
| 2/28 | BOOKBINDING & LAMINATING INC | 399.00 |
| 2/28 | BRAKES AND WHEELS INC. | 915.20 |
| 2/28 | BRAZOS DOOR & HARDWARE | 29,716.00 |
| 2/28 | BRIAN HERCULES | 3,000.00 |
| 2/28 | BUSINESS PROFESSIONALS AMERICA | 1,120.00 |
| 2/28 | CAVALLO ENERGY TEXAS LLC | 138,846.90 |
| 2/28 | CDW-G | 6,485.32 |
| 2/28 | NBCEC INC | 420.60 |
| 2/28 | CHRIS MINEO | 160.00 |
| 2/28 | CIRCLE P RANCH SUPPLY INC | 116.00 |
| 2/28 | COACHCOMM LLC | 18,175.00 |
| 2/28 | COCA-COLA SOUTHWEST BEVERAGES LLC | 848.95 |
| 2/28 | CONTROL TECHNOLOGIES INC | 2,880.00 |
| 2/28 | COSTA THERAPY INSTITUTE LLC | 8,500.00 |
| 2/28 | COURTNEY BRANSCUM | 6,092.34 |
| 2/28 | CURRICULUM ASSOCIATES INC | 13,374.27 |
| 2/28 | CUSTOM WHOLESALE SUPPLY INC | 347.63 |
| 2/28 | CYNTHIA RUBALCADO | 52.66 |
| 2/28 | DAVID CASILLAS | 250.00 |
| 2/28 | DEANNA MCBRIDE | 86.81 |
| 2/28 | DIEGO MATA | 80.50 |
| 2/28 | DIEGO MATA | 13.07 |
| 2/28 | DIXIE FLAG AND BANNER COMPANY | 1,879.84 |
| 2/28 | EASON HORTICULTURAL RESOURCES | 1,202.79 |
| 2/28 | ECISD EDUCATION FOUNDATION | 422.00 |
| 2/28 | EDLIN ROMAN | 1,075.77 |
| 2/28 | EDLIN ROMAN | 2,100.00 |
| 2/28 | ED PRICE | 503.95 |
| 2/28 | FAMILY & CONSUMER SCIENCES | 26.88 |
| 2/28 | FAMILY SUPPORT PAYMENT CENTER | 300.00 |
| 2/28 | FIDENCIA GUTIERREZ | 11.39 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 32,471.89 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 19,050.00 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 81,336.00 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 3,675.00 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 100.00 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 200.00 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 16,555.00 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 716.64 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 1,288.19 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 9,793.55 |

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| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 6,996.12 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 6,338.01 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 5,999.26 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 5,606.56 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 71,792.26 |
| 2/28 | FIRST FINANCIAL ADMINISTRATORS | 2,551.96 |
| 2/28 | FLORIDA STATE DISBURSEMENT UNIT | 330.00 |
| 2/28 | FOLLETT CONTENT SOLUTIONS LLC | 608.77 |
| 2/28 | FORDE-FERRIER EDUCATIONAL SERVICE | 3,255.00 |
| 2/28 | FORMATIVE LOOP, INC. | 3,990.00 |
| 2/28 | GABRIELLA HOLGUIN | 39.20 |
| 2/28 | GARDENDALE WATER CO | 1,112.50 |
| 2/28 | GOODSON SERVICE COMPANY | 250.20 |
| 2/28 | GRAINGER | 979.30 |
| 2/28 | GRANULAR INSURANCE COMPANY | 105,778.91 |
| 2/28 | HAPPY GRINGO LLC | 2,441.55 |
| 2/28 | HARMONY HOME CHILDREN'S ADVOCACY CENTER | 200.00 |
| 2/28 | HARMONY HOME CHILDREN'S ADVOCACY CENTER | 100.00 |
| 2/28 | HEALTH & HUMAN SERVICES COMMISSION (HHSC) | 175.00 |
| 2/28 | HEALTH SERVICES ADMINISTRATION | 333.56 |
| 2/28 | HEALTH SERVICES ADMINISTRATION | 23,784.06 |
| 2/28 | HENRY R CANAS | 1,172.75 |
| 2/28 | HOME DEPOT USA INC - STORE #562 | 29.74 |
| 2/28 | HUGHES SERVICES FLOORING, LP | 22,305.00 |
| 2/28 | JACKSON KNIGHT | 250.00 |
| 2/28 | JEFF ELLISON | 160.00 |
| 2/28 | JEROD COUCH | 350.00 |
| 2/28 | JESSICA DOMINGUEZ | 154.50 |
| 2/28 | JNT RESOURCES PARTNERS, LP | 2,046.94 |
| 2/28 | JNT RESOURCES PARTNERS, LP | 26,772.18 |
| 2/28 | JNT RESOURCES PARTNERS LP | 35,650.36 |
| 2/28 | JON PHILLIPS | 585.00 |
| 2/28 | JORGE DIAZ | 172.50 |
| 2/28 | JOSEPH HILLIARD | 250.00 |
| 2/28 | JUANA HERNANDEZ | 32.70 |
| 2/28 | JUANITA OCON | 20.64 |
| 2/28 | KATELYN WATTS | 160.00 |
| 2/28 | KAY'S EMBLEMS INC | 1,500.00 |
| 2/28 | KELLIE COLLINS | 66.13 |
| 2/28 | KELLIE WILKS | 1,094.21 |
| 2/28 | KIMBERLY GUERRA | 28.41 |
| 2/28 | LA MARGARITA | 210.00 |
| 2/28 | LABATT FOOD SERVICE | 58,189.88 |
| 2/28 | LAUREN TAVAREZ | 154.50 |
| 2/28 | LEAD4WARD LLC | 4,500.00 |
| 2/28 | LIDIA C VALENZUELA | 46.03 |
| 2/28 | LILIA NANEZ | 1,094.21 |
| 2/28 | LINDE GAS & EQUIPMENT INC | 507.31 |
| 2/28 | LISA DONAHO | 23.25 |
| 2/28 | LISA HULSEY | 46.30 |

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|---|---|---|
| 2/28 | LOCKFAST LLC | 410.40 |
| 2/28 | LOCKFAST INC | 205.20 |
| 2/28 | LOVING GUIDANCE INC | 12,400.00 |
| 2/28 | LUISANA MAURICIO | 38.15 |
| 2/28 | MANDY HINOJOS | 154.50 |
| 2/28 | MANSFIELD OIL COMPANY OF GAINESVILLE, INC | 21,392.31 |
| 2/28 | MARGARITA CORRAL | 38.19 |
| 2/28 | MARK BENNETT | 3,700.00 |
| 2/28 | MARK BENNETT | 809.40 |
| 2/28 | MARK BENNETT | 1,330.16 |
| 2/28 | MARTA ALVARADO | 160.00 |
| 2/28 | MATT VINSON | 1,225.00 |
| 2/28 | MICAH PETTIGREW | 26.13 |
| 2/28 | MOBILE COMMUNICATION AMERICA INC | 7,665.00 |
| 2/28 | MONK HOLDINGS LLC | 516.00 |
| 2/28 | MRB CONTRACTORS LLC | 79,344.00 |
| 2/28 | MSB CONSULTING GROUP LLC | 1,454.82 |
| 2/28 | N-TUNE MUSIC & SOUND INC | 1,485.25 |
| 2/28 | NASCO EDUCATION LLC | 897.55 |
| 2/28 | NATALIE FITZGERALD | 96.00 |
| 2/28 | STATE OF NEW MEXICO | 300.00 |
| 2/28 | STATE OF NEW MEXICO | 659.00 |
| 2/28 | NOHEMI YBARRA | 24.92 |
| 2/28 | NORMA MARTINEZ | 31.64 |
| 2/28 | ODESSA COLLEGE | 148,135.25 |
| 2/28 | ODESSA SIGN SOLUTION LLC | 50.00 |
| 2/28 | SEWCO INC | 5,068.74 |
| 2/28 | ONCE RAMOS LLC | 2,345.00 |
| 2/28 | PENSKE COMMERCIAL VEHICLES US LLC | 1,115.99 |
| 2/28 | SHANNON D GAYLOR | 11,550.00 |
| 2/28 | POCKET NURSE ENTERPRISES INC | 2,252.30 |
| 2/28 | PRESENCE LEARNING INC | 3,651.00 |
| 2/28 | PROVIDENCE UMUGWANEZA NKURUNZIZA | 500.00 |
| 2/28 | REGION 13 EDUCATION SERVICE CENTER | 390.00 |
| 2/28 | REGION 18 EDUCATION SERVICE CENTER | 800.00 |
| 2/28 | REGION 18 EDUCATION SERVICE CENTER | 150.00 |
| 2/28 | RHONDA LONG | 50.32 |
| 2/28 | RICH CHICKS LLC | 28,341.60 |
| 2/28 | ROBERTS TRUCK CENTER OF TEXAS | 1,472.36 |
| 2/28 | RODNEY CHARLES ROMAN | 420.00 |
| 2/28 | RODRIGUEZ DRYWALL & PAINT CO | 11,750.00 |
| 2/28 | SARAH PATTON | 81.54 |
| 2/28 | THE SEWELL FAMILY OR COMPANIES INC | 63,155.00 |
| 2/28 | SHANE EIDSON | 245.00 |
| 2/28 | SHERWIN WILLIAMS (FLOORING) | 716.64 |
| 2/28 | CENTERING ON CHILDREN | 20,401.72 |
| 2/28 | SKILLSUSA INC | 1,624.00 |
| 2/28 | SKILLSUSA TEXAS | 1,400.00 |
| 2/28 | SKILLSUSA TEXAS | 250.00 |
| 2/28 | SONIA ROCHA | 360.47 |

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| 2/28 | STEPHANIE VILLAVICENCIO GARCIA | 71.76 |
| 2/28 | STEPHEN MOSS | 4,997.00 |
| 2/28 | STEPHEN TROUB | 300.00 |
| 2/28 | STERLING BV INC | 7,920.00 |
| 2/28 | SUL ROSS STATE UNIVERSITY | 1,206.42 |
| 2/28 | SWEET PIZZA LLC | 514.74 |
| 2/28 | SYSCO USA, INC | 19,994.44 |
| 2/28 | TEXAS ASSOCIATION OF SCHOOL | 80.00 |
| 2/28 | TATE SMITH | 160.00 |
| 2/28 | ROBERT MADDEN INDUSTRIES LTD | 1,292.85 |
| 2/28 | TENNIS OUTLET | 746.85 |
| 2/28 | TEXAS AFT AMP | 277.50 |
| 2/28 | TEXAS ASSOCATION OF SCHOOL BOARDS | 6,890.36 |
| 2/28 | TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS | 54.00 |
| 2/28 | TEXAS CLASSROOM TEACHERS ASSOC | 4,647.50 |
| 2/28 | TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC | 413.81 |
| 2/28 | TEXAS INDUSTRIAL VOCATIONAL ASSOCATION | 63.00 |
| 2/28 | TEXAS LIFE INSURANCE CO | 150,170.72 |
| 2/28 | TEXAS SOCIAL STUDIES SUPERVISORS ASSOCIATION | 275.00 |
| 2/28 | TEXAS STATE TEACHERS ASSOCIATION | 38,251.79 |
| 2/28 | TEXAS TECH UNIVERSITY K-12 | 60.00 |
| 2/28 | THE CINCINNATI LIFE INS. CO | 10.02 |
| 2/28 | THE CINCINNATI LIFE INS. CO | 10.02 |
| 2/28 | THE CINCINNATI LIFE INS. CO | 224.50 |
| 2/28 | THE LINCOLN ELECTRIC COMPANY | 485.00 |
| 2/28 | THOMAS BONDS | 200.00 |
| 2/28 | UIL MUSIC REGION 6 | 1,000.00 |
| 2/28 | UIL MUSIC REGION 6 | 1,000.00 |
| 2/28 | UIL REGION 22 MUSIC | 350.00 |
| 2/28 | UNITED WAY OF ODESSA | 4,967.50 |
| 2/28 | THE UNIVERSITY OF TEXAS AT AUSTIN | 2,000.00 |
| 2/28 | US FOODS, INC. | 2,456.40 |
| 2/28 | VANCE WASHINGTON | 160.00 |
| 2/28 | VERIZON WIRELESS SERVICES LLC | 5,204.16 |
| 2/28 | IMPERIAL BAG & PAPER LLC | 4,651.94 |
| 2/28 | WEST TEXAS CHAPTER TASO | 475.00 |
| 2/28 | WEST TEXAS EDUCATORS | 3,304.50 |
| 2/28 | WEST TEXAS EDUCATORS | 227,330.87 |
| 2/28 | WEST TEXAS POWER SPORTS DEVELOPMENT | 935.46 |
| 2/28 | DEREK ROTAN | 1,175.00 |
| 2/28 | WILLIAMS PAVING & EXCAVATION. INC | 6,200.00 |
| 2/28 | YVONNE TARANGO | 2,473.80 |
| 3/6 | AARON ALEX MOLINA | 22.31 |
| 3/6 | ABEL AVILA | 311.13 |
| 3/6 | ACCELERATION ACADEMIES | 98,527.00 |
| 3/6 | ALBERT J VALENCIA | 160.53 |
| 3/6 | ALEX NUNEZ | 111.56 |
| 3/6 | AMARILIS VELEZ ORTIZ | 57.22 |
| 3/6 | AMAZON CAPITAL SERVICES | 26,847.63 |
| 3/6 | ANGELA JOHNSON | 30.69 |

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| 3/6 | ANH NGUYEN | 69.08 |
| 3/6 | ANNIE ARREDONDO | 51.99 |
| 3/6 | APPLE, INC | 9,216.00 |
| 3/6 | AT&T | 1,264.13 |
| 3/6 | ATHLETIC SUPPLY INC | 1,810.75 |
| 3/6 | ATKINS HOLLMAN JONES PEACOCK | 21,231.75 |
| 3/6 | AUDIO ACOUSTICS HEARING CENTERS | 220.00 |
| 3/6 | AUDRIE LUJAN | 88.50 |
| 3/6 | AUDRIE LUJAN | 44.25 |
| 3/6 | AUDRIE LUJAN | 88.50 |
| 3/6 | BATTERSHELL VETERINARY SERVICES | 305.00 |
| 3/6 | BEATRIS MATA | 25.99 |
| 3/6 | BEN E KEITH AMARILLO | 1,403.65 |
| 3/6 | BERKSHIRE PRODUCTION SUPPLY LLC | 145.65 |
| 3/6 | BIG DADDY'S | 711.68 |
| 3/6 | BIMBO BAKERIES USA | 4,560.48 |
| 3/6 | BLAIR LAWSON | 44.25 |
| 3/6 | BLAIR LAWSON | 88.50 |
| 3/6 | BLAIR LAWSON | 44.25 |
| 3/6 | DICK BLICK COMPANY | 170.27 |
| 3/6 | BLUE STAR BUS SALES LTD | 1,570.09 |
| 3/6 | BOZEMANSCIENCE.COM INC | 4,500.00 |
| 3/6 | BRAZOS DOOR & HARDWARE | 90.00 |
| 3/6 | BRENDA CREEAR | 212.43 |
| 3/6 | BRIANNA MCDOWELL | 44.25 |
| 3/6 | BRIANNA MCDOWELL | 44.25 |
| 3/6 | BRIANNA MCDOWELL | 44.25 |
| 3/6 | BRIANNA MCDOWELL | 88.50 |
| 3/6 | BRIDGETTE CASAS | 81.04 |
| 3/6 | CAROL ANN BRODERSEN | 1,200.00 |
| 3/6 | CDW-G | 119,924.85 |
| 3/6 | CECILIA NUNEZ | 113.50 |
| 3/6 | CECILIA VENEGAS | 179.96 |
| 3/6 | CENTRAL NATIONAL GOTTESMAN INC | 4,949.02 |
| 3/6 | CHARLES AND LEZIEE CHURCHFIELD | 27,961.84 |
| 3/6 | NBCEC INC | 317.00 |
| 3/6 | CHRISTI NICKELS | 236.00 |
| 3/6 | CHRISTINA LORRAINE BUTLER | 44.25 |
| 3/6 | CHRISTINA LORRAINE BUTLER | 88.50 |
| 3/6 | CHRISTINE MASON CONSULTING | 2,000.00 |
| 3/6 | CHRISTOPHER MILLS | 65.60 |
| 3/6 | CHYREE LEMASTER | 1,408.00 |
| 3/6 | CIRCLE P RANCH SUPPLY INC | 720.53 |
| 3/6 | CLARISA ARRAS | 240.87 |
| 3/6 | CLETO JUAREZ | 11,500.00 |
| 3/6 | COSENZA & ASSOCIATES, LLC | 35,400.00 |
| 3/6 | CRISTINA DOMINGUEZ | 18.16 |
| 3/6 | CRYSTAL RAYOS | 7.71 |
| 3/6 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 529.54 |
| 3/6 | CUMMINS SOUTHERN PLAINS LLC | 4,074.60 |

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| 3/6 | CURRICULUM ASSOCIATES INC | | 8,000.00 |
| 3/6 | CUSTOM WHOLESALE SUPPLY INC | | 57.94 |
| 3/6 | DANIEL BUSTAMANTE | | 169.65 |
| 3/6 | DANIEL COPPINGER | | 100.00 |
| 3/6 | DANIEL P TIMMONS | | 116.44 |
| 3/6 | DAVID CORRAL | | 105.04 |
| 3/6 | DAVID CUPP | | 20.22 |
| 3/6 | DEANN WEEKLY | | 100.00 |
| 3/6 | DEBORAH OTTMERS | | 501.38 |
| 3/6 | DERRICK WHITEFIELD | | 630.00 |
| 3/6 | DISCOUNT SCHOOL SUPPLY | | 265.20 |
| 3/6 | EASON HORTICULTURAL RESOURCES | | 1,669.26 |
| 3/6 | ECTOR THEATRE LLC | | 8,695.00 |
| 3/6 | EDWARD HANDLEY | | 720.00 |
| 3/6 | EMILEE TRAMMEL | | 30.15 |
| 3/6 | EPALLET INC | | 35,838.60 |
| 3/6 | ERIKA NATIVIDAD | | 186.19 |
| 3/6 | FABIOLA SOTO | | 78.52 |
| 3/6 | FIRST FINANCIAL ADMINISTRATORS | | 220,258.57 |
| 3/6 | G H DAIRY | | 49,515.04 |
| 3/6 | G H DAIRY | | 12,420.75 |
| 3/6 | LET'S GAB PLLC | | 4,050.00 |
| 3/6 | GARDENDALE WATER CO | | 226.00 |
| 3/6 | GARY MCMILLAN | | 500.00 |
| 3/6 | MGUC LLC | | 883.96 |
| 3/6 | GAYLA MCMURRIAN | | 300.00 |
| 3/6 | GRACIE QUINTELA | | 39.26 |
| 3/6 | GRAINGER | | 441.20 |
| 3/6 | GRAND! PIANO SERVICE LLC | | 945.00 |
| 3/6 | HECTOR GUERRERO | | 8,744.58 |
| 3/6 | HOME DEPOT USA INC - STORE #562 | | 304.40 |
| 3/6 | HORTENCIA DEL BOSQUE | | 58.49 |
| 3/6 | HUMBERTO HERNANDEZ JR | | 3,800.00 |
| 3/6 | HURT EXTERMINATING | | 16,000.00 |
| 3/6 | IN DEPTH EVENTS INC | | 7,490.00 |
| 3/6 | INSOURCE INSURANCE GROUP, LLC | | 221.00 |
| 3/6 | IRMA STEEN | | 497.32 |
| 3/6 | ISPHERE INNOVATION PARTNERS LLC | | 13,537.50 |
| 3/6 | KEVIN D BALLARD INC | | 1,662.00 |
| 3/6 | J J FLOWER DISTRIBUTION LLC | | 986.93 |
| 3/6 | JACQUE LIGHT | | 3,000.00 |
| 3/6 | JACQUELINE FRANCO | | 82.28 |
| 3/6 | JALISIA CONEY | | 22.91 |
| 3/6 | JENNIFER HARRIS | | 903.32 |
| 3/6 | JENNIFER MEILE | | 16.08 |
| 3/6 | JENNIFER WIMBERLEY | | 119.46 |
| 3/6 | JESSIE PRICE | | 100.00 |
| 3/6 | JOIE SEATON | | 20.90 |
| 3/6 | JOLYNN VARELA | | 60.77 |
| 3/6 | JONATHAN ORTIZ | | 50.60 |

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|---|---|---|
| 3/6 | JOSE CAMPOS JR | 500.00 |
| 3/6 | JUDY RAMIREZ | 102.31 |
| 3/6 | KARIME MELENDEZ | 42.28 |
| 3/6 | KATELYN ZIMMER | 24.44 |
| 3/6 | KATHERYNE E DAVIS | 65.35 |
| 3/6 | KIMBERLY CARRASCO | 138.53 |
| 3/6 | KIRA BOEN | 100.00 |
| 3/6 | KRISTA BRADDOCK | 83.82 |
| 3/6 | KRONOS INC. | 8,250.00 |
| 3/6 | LABATT FOOD SERVICE | 58,074.32 |
| 3/6 | LEAD4WARD LLC | 9,000.00 |
| 3/6 | LINDE GAS & EQUIPMENT INC | 2,247.63 |
| 3/6 | LINDSEY POLLOCK | 150.00 |
| 3/6 | LOVING GUIDANCE INC | 743.49 |
| 3/6 | LUIS MENDOZA | 1,244.40 |
| 3/6 | LUNCH MONY INC | 499.91 |
| 3/6 | MAGDA RODRIGUEZ | 48.74 |
| 3/6 | MANDY HINOJOS | 217.84 |
| 3/6 | MANDY HINOJOS | 49.43 |
| 3/6 | MARGARITA BROOKER | 29.35 |
| 3/6 | THE MARIACHI CONNECTION | 1,360.36 |
| 3/6 | MARK GABRYLCZYK | 731.82 |
| 3/6 | MATT VINSON | 315.00 |
| 3/6 | MATT VINSON | 140.00 |
| 3/6 | MDT ALLSTAR CLEANERS | 385.00 |
| 3/6 | MELISSA S RIVERA | 51.26 |
| 3/6 | MICAELA GRENIER | 1,691.50 |
| 3/6 | MICHAEL ELLIS | 500.00 |
| 3/6 | MICHAEL FLAX | 4,000.10 |
| 3/6 | MIDLAND SPORTS INC | 2,887.50 |
| 3/6 | MIRNA JIMENEZ | 26.25 |
| 3/6 | MISTY HINER | 234.12 |
| 3/6 | MONK HOLDINGS LLC | 680.00 |
| 3/6 | N-TUNE MUSIC & SOUND INC | 26,931.00 |
| 3/6 | NASCO EDUCATION LLC | 380.00 |
| 3/6 | NATALIE BERRIDGE | 96.55 |
| 3/6 | NATALIE FITZGERALD | 88.50 |
| 3/6 | NATALIE FITZGERALD | 44.25 |
| 3/6 | NATALIE FITZGERALD | 88.50 |
| 3/6 | NATALIE FITZGERALD | 704.38 |
| 3/6 | NATIONAL TRAVEL SYSTEMS | 3,824.59 |
| 3/6 | NAYELI OLIVAREZ | 236.24 |
| 3/6 | NCS PEARSON INC | 697.20 |
| 3/6 | NIMBUS DRINKING WATER SYSTEMS | 75.00 |
| 3/6 | NORA ISELA CRUZ | 117.12 |
| 3/6 | ODESSA COLLEGE | 7,877.00 |
| 3/6 | ODESSA FAMILY YMCA | 61,820.00 |
| 3/6 | ODESSA ROTARY CLUB | 472.00 |
| 3/6 | SEWCO INC | 23,200.90 |
| 3/6 | OLIVIA PORRAS | 167.23 |

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| 3/6 | WEST TEXAS CLASSIC | 500.00 |
| 3/6 | ORLANDO BONNEY | 51.46 |
| 3/6 | OTIS ELEVATOR COMPANY INC | 2,185.00 |
| 3/6 | PATHWAYZ COMMUNICATIONS INC | 5,305.78 |
| 3/6 | PERLA QUINTANA | 128.78 |
| 3/6 | PETER C GORMAN | 5,000.00 |
| 3/6 | PETROPLEX OFFICE SUPPLY, INC. | 901.49 |
| 3/6 | PRECISION BUSINESS MACHINES INC (PBM) | 954.01 |
| 3/6 | RAUL SANCHEZ | 150.00 |
| 3/6 | ROBERTS TRUCK CENTER OF TEXAS | 371.57 |
| 3/6 | ROCIO DAVILA | 172.50 |
| 3/6 | RODNEY CHARLES ROMAN | 245.00 |
| 3/6 | RODNEY CHARLES ROMAN | 350.00 |
| 3/6 | RONALD PROMESSE | 300.00 |
| 3/6 | ROSA M DOMINGUEZ | 10.99 |
| 3/6 | ROSAS CAFE / BOBBY COX Co. | 463.88 |
| 3/6 | SYNCHRONY BANK | 15,568.86 |
| 3/6 | SANDY EMMERSON | 700.00 |
| 3/6 | SCHOOL NUTRITION ASSOCIATION SERVICE CENTER | 189.00 |
| 3/6 | SCOTT MURI | 3,859.51 |
| 3/6 | SCOTT WALKER | 324.48 |
| 3/6 | SHANE EIDSON | 70.00 |
| 3/6 | SHANE EIDSON | 140.00 |
| 3/6 | SHELLEY WRIGHT | 58.63 |
| 3/6 | SIEMENS INDUSTRY, INC | 1,307.97 |
| 3/6 | SKILLSUSA TEXAS | 4,504.00 |
| 3/6 | SONIA ROCHA | 59.67 |
| 3/6 | SOUTHERN MAID DONUTS | 475.00 |
| 3/6 | STEAK RUNNER GO LLC | 101.85 |
| 3/6 | STEPHEN TROUB | 175.00 |
| 3/6 | STEPHEN TROUB | 175.00 |
| 3/6 | STERICYCLE | 434.10 |
| 3/6 | SWEET PIZZA LLC | 30.00 |
| 3/6 | SYSCO USA, INC | 15,428.88 |
| 3/6 | TEXAS BOOK COMPANY | 14,871.15 |
| 3/6 | TENNIS OUTLET | 103.95 |
| 3/6 | TESS DONNER | 6,000.00 |
| 3/6 | TEXAS EXCAVATION SAFETY SYSTEM, INC. | 10.35 |
| 3/6 | THE LINCOLN ELECTRIC COMPANY | 300.00 |
| 3/6 | THIRD FUTURE SCHOOLS TEXAS | 174,687.46 |
| 3/6 | TIFFANY DUNLAP | 963.64 |
| 3/6 | TNTP. INC. | 139,092.00 |
| 3/6 | TPR EDUCATION LLC | 4,158.00 |
| 3/6 | TRUE NORTH CONSULTING GROUP LLC | 984.80 |
| 3/6 | TXCPSO INC. NORTHWEST PLAINS REGION CPSO | 565.00 |
| 3/6 | TYLER THOMPSON | 300.00 |
| 3/6 | TYSON PREPARED FOOD, INC. | 44,338.56 |
| 3/6 | UIL MUSIC REGION 6 | 12,500.00 |
| 3/6 | UNITED PARCEL SERVICE INC | 27.78 |
| 3/6 | US FOODS, INC. | 2,585.20 |

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|---|---|---|
| 3/6 | VICTORIA IBANEZ | 172.50 |
| 3/6 | VICTORIA NORENA | 70.95 |
| 3/6 | IMPERIAL BAG & PAPER LLC | 25,003.87 |
| 3/6 | WALTER T. HENDERSON | 116.50 |
| 3/6 | WEST TEXAS EDUCATORS | 3,304.50 |
| 3/6 | XEROX CORPORATION | 28,340.64 |
| 3/6 | XEROX CORPORATION | 953.65 |
| 3/6 | YVETTE ABILA | 102.17 |
| 3/6 | YVETTE ABILA | 475.00 |
| 3/20 | 512 TERPS LLC | 140.00 |
| 3/20 | ACCELERATION ACADEMIES | 102,025.00 |
| 3/20 | ADRIAN VILLALON | 47.99 |
| 3/20 | AIDE EMILIANO | 74.17 |
| 3/20 | AIDE GARCIA | 63.18 |
| 3/20 | AIR TUTORS LLC | 3,525.00 |
| 3/20 | ALEXANDER RIVAS | 6,161.93 |
| 3/20 | ALICIA LIPPMAN | 47.84 |
| 3/20 | ALISHA SLIDER | 57.22 |
| 3/20 | ALLIANCE RECOVERY LLC | 135.00 |
| 3/20 | ALPHAGRAPHICS | 10,375.08 |
| 3/20 | AMANDA PADILLA | 46.51 |
| 3/20 | AMANDA VESELY | 97.61 |
| 3/20 | AMAZON CAPITAL SERVICES | 35,489.79 |
| 3/20 | ANDERSON TILE SALES INC | 731.80 |
| 3/20 | ANDREA VALERO | 86.23 |
| 3/20 | ANGEL RODRIGUEZ | 44.25 |
| 3/20 | ANGELA AGUIRRE | 58.96 |
| 3/20 | ANNIE NELSON | 141.31 |
| 3/20 | ANTHONY GARCIA | 44.25 |
| 3/20 | ANTHONY SCOTT | 74.97 |
| 3/20 | APOGEE COMPONENTS | 112.87 |
| 3/20 | ARA OF ODESSA | 1,278.00 |
| 3/20 | ARMANDO RONQUILLO | 440.50 |
| 3/20 | ASSOCIATED SUPPLY CO INC | 2,627.60 |
| 3/20 | AT&T | 132.66 |
| 3/20 | AT&T | 9,787.35 |
| 3/20 | AT&T LONG DISTANCE | 25.97 |
| 3/20 | AT&T MOBILITY | 57.76 |
| 3/20 | ATHLETIC SUPPLY INC | 13,222.50 |
| 3/20 | ATMOS ENERGY | 67,024.05 |
| 3/20 | AUDRIE LUJAN | 88.50 |
| 3/20 | AUDRIE LUJAN | 44.25 |
| 3/20 | BECKY QUIROZ | 135.20 |
| 3/20 | BILLIE SHIPMAN | 65.79 |
| 3/20 | BIMBO BAKERIES USA | 1,520.16 |
| 3/20 | BLAIR LAWSON | 110.75 |
| 3/20 | BLANCA ANAYA | 17.02 |
| 3/20 | BLANCA LUJAN | 38.66 |
| 3/20 | DICK BLICK COMPANY | 1,361.61 |
| 3/20 | BLUE STAR BUS SALES LTD | 532.06 |

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|---|---|---|
| 3/20 | BLUEFIN LLC | 125,208.98 |
| 3/20 | BOOKBINDING & LAMINATING INC | 727.00 |
| 3/20 | BRAZOS DOOR & HARDWARE | 14,446.00 |
| 3/20 | BRIAN BODIFORD | 531.44 |
| 3/20 | BRIANNA MCDOWELL | 44.25 |
| 3/20 | BRIANNA MCDOWELL | 44.25 |
| 3/20 | BRIDGETTE CASAS | 99.69 |
| 3/20 | BRITTANY MOLINAR | 58.02 |
| 3/20 | SPARKLIGHT | 2,914.00 |
| 3/20 | SPARKLIGHT | 259.18 |
| 3/20 | SPARKLIGHT | 621.82 |
| 3/20 | CAVALLO ENERGY TEXAS LLC | 99,152.28 |
| 3/20 | CAVALLO ENERGY TEXAS LLC | 74.15 |
| 3/20 | CAMBIAR EDUCATION | 75,000.00 |
| 3/20 | CAROLINA BIOLOGICAL SUPPLY CO | 90.78 |
| 3/20 | CAROLINA VASQUEZ | 99.96 |
| 3/20 | CDW-G | 696.64 |
| 3/20 | CHANTAL HERNANDEZ | 72.03 |
| 3/20 | CHARLES AND LEZIEE CHURCHFIELD | 36,211.84 |
| 3/20 | CHERYL WILSON | 377.00 |
| 3/20 | NBCEC INC | 77.93 |
| 3/20 | CHRIS STANLEY | 126.81 |
| 3/20 | CHRISTINA SIFUENTEZ | 34.71 |
| 3/20 | CHRISTINE DOCKALL | 27.14 |
| 3/20 | CHRISTY KENNEDY | 242.54 |
| 3/20 | CITY OF ODESSA WATER DEPT | 131,728.88 |
| 3/20 | CLAUDIA CALLEROS | 26.53 |
| 3/20 | CLINT STOWE | 190.42 |
| 3/20 | COURTNEY BRANSCUM | 3,277.00 |
| 3/20 | CRISTA MITCHEL | 117.31 |
| 3/20 | CRISTINA FIGUEROA | 13.94 |
| 3/20 | CRYSTAL PENA | 48.98 |
| 3/20 | CULLIGAN WATER CONDITIONING OF WEST TEXAS | 358.50 |
| 3/20 | D.S FABELAS RESTAURANT LLC | 419.00 |
| 3/20 | DAWN L MILLER | 792.41 |
| 3/20 | DEANNA MCBRIDE | 72.16 |
| 3/20 | DELMA ABALOS | 150.81 |
| 3/20 | DEREK FLETCHER | 500.00 |
| 3/20 | DEREK FLETCHER | 946.31 |
| 3/20 | TWIN CITIES BOWLING INC | 620.00 |
| 3/20 | EASON HORTICULTURAL RESOURCES | 949.67 |
| 3/20 | ECTOR COUNTY ABSTRACT & TITLE | 5,000.00 |
| 3/20 | ECTOR COUNTY APPRAISAL DIST | 601,283.25 |
| 3/20 | ECTOR COUNTY UTILITY DISTRICT | 16,948.46 |
| 3/20 | ED PRICE | 54.00 |
| 3/20 | EFRAIN MORENO | 424.81 |
| 3/20 | ELIZABETH DIRKS | 500.00 |
| 3/20 | ELIZABETH MARJASON | 38.79 |
| 3/20 | ELIZABETH QUINTELA | 13.27 |
| 3/20 | EPALLET INC | 203.80 |

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|---|---|---|
| 3/20 | EVA FRANKS | 68.41 |
| 3/20 | FERGUSON  FACILITIES SUPPLY | 1,902.88 |
| 3/20 | FERL GILES | 1,499.00 |
| 3/20 | FIDENCIA GUTIERREZ | 21.31 |
| 3/20 | FOLLETT CONTENT SOLUTIONS LLC | 2,630.94 |
| 3/20 | FREDERICKSBURG EDUCATION INITIATIVE, INC | 2,000.00 |
| 3/20 | G H DAIRY | 31,917.99 |
| 3/20 | GABRIEL ALMENDAREZ | 500.00 |
| 3/20 | GABRIELA BARRY | 86.03 |
| 3/20 | GABRIELLA HOLGUIN | 34.71 |
| 3/20 | GARDENDALE WATER CO | 752.50 |
| 3/20 | GAYLA MCMURRIAN | 275.00 |
| 3/20 | GINGER STOREY | 912.00 |
| 3/20 | GOPHER SPORT | 2,079.41 |
| 3/20 | GRAINGER | 2,632.56 |
| 3/20 | GRAND! PIANO SERVICE LLC | 350.00 |
| 3/20 | GRANDE COMMUNICATIONS NETWORK LLC | 1,626.71 |
| 3/20 | GRANDE COMMUNICATIONS NETWORK LLC | 3,339.22 |
| 3/20 | GUADALUPE NINO | 14.41 |
| 3/20 | HANNAH HELDT | 46.77 |
| 3/20 | HAPPY GRINGO LLC | 7,374.66 |
| 3/20 | HEATH ALAN ANDERSON | 172.50 |
| 3/20 | HEATHER POTTS | 1,146.04 |
| 3/20 | HOME DEPOT USA INC - STORE #562 | 775.00 |
| 3/20 | INSOURCE INSURANCE GROUP, LLC | 142.00 |
| 3/20 | ISPHERE INNOVATION PARTNERS LLC | 12,222.50 |
| 3/20 | KEVIN D BALLARD INC | 53.75 |
| 3/20 | JACE SCHREIBER | 82.81 |
| 3/20 | JAVIER RUIZ | 61.00 |
| 3/20 | JERMIL LEWIS | 621.59 |
| 3/20 | JERRY MAHANA | 2,313.04 |
| 3/20 | JESSICA GORE | 96.00 |
| 3/20 | JOHNNY H. RODRIGUEZ | 790.50 |
| 3/20 | JORGE DIAZ | 89.25 |
| 3/20 | JUANA HERNANDEZ | 20.77 |
| 3/20 | JUANITA OCON | 43.08 |
| 3/20 | JULIA KELTON | 147.27 |
| 3/20 | JULIE SORUM | 316.25 |
| 3/20 | JUSTIN YOUNG | 615.50 |
| 3/20 | KATELYN WATTS | 250.00 |
| 3/20 | KAY'S EMBLEMS INC | 1,117.50 |
| 3/20 | KELLIE COLLINS | 117.79 |
| 3/20 | KENNER PRINTING | 1,388.66 |
| 3/20 | KIMBERLY CARRASCO | 178.69 |
| 3/20 | KIMBERLY GUERRA | 30.88 |
| 3/20 | KRISTEN VESELY | 839.82 |
| 3/20 | KRISTIN WHITTENBURG | 96.00 |
| 3/20 | KYRSTEN NALL | 1,075.75 |
| 3/20 | L WALLACE CONSTRUCTION CO INC | 699,625.19 |
| 3/20 | LABATT FOOD SERVICE | 57,924.83 |

| | | |
|---|---|---|
| 3/20 | LAKRISHA RODRIGUEZ | 16.08 |
| 3/20 | LAWNMOWER SALES AND SERVICE, INC | 2,904.36 |
| 3/20 | LEARNING FARM LLC | 549.00 |
| 3/20 | LENORA CLAYTON | 500.00 |
| 3/20 | LINDE GAS & EQUIPMENT INC | 429.25 |
| 3/20 | LINDE GAS & EQUIPMENT INC | 256.80 |
| 3/20 | LINDSEY GREATHOUSE | 51.46 |
| 3/20 | LISA DONAHO | 35.58 |
| 3/20 | LISA HULSEY | 72.29 |
| 3/20 | LISA WILLS | 72.38 |
| 3/20 | LOCKFAST LLC | 999.64 |
| 3/20 | LORENZO R MASONSONG | 12.00 |
| 3/20 | LOWE'S HOME IMPROVEMENT | 63.21 |
| 3/20 | LVR COMMERICAL FLOORING | 138,357.50 |
| 3/20 | LYNDSAY FREEMAN | 84.76 |
| 3/20 | MAHIRA SALINAS | 93.60 |
| 3/20 | MANSFIELD OIL COMPANY OF GAINESVILLE, INC | 86,582.40 |
| 3/20 | MARIA ORTIZ | 1,206.30 |
| 3/20 | MARIA ZUBIATE | 112.07 |
| 3/20 | MARISSA LOPEZ | 48.11 |
| 3/20 | MARK BENNETT | 3,700.00 |
| 3/20 | MARK BENNETT | 1,238.49 |
| 3/20 | MARK BENNETT | 458.11 |
| 3/20 | MARK VAUGHT | 1,056.00 |
| 3/20 | MARLA HOPPINS | 94.74 |
| 3/20 | MCI FOODS INC | 52,792.32 |
| 3/20 | MELANA MOSS | 99.43 |
| 3/20 | MELISSA QUINTELA | 7.84 |
| 3/20 | MICHAEL FLAX | 1,765.00 |
| 3/20 | MICHAEL JOE WILLIAMSON | 48.51 |
| 3/20 | MICHELLE CONTRERAS | 17.89 |
| 3/20 | MICHELLE MADRID | 103.38 |
| 3/20 | MIKE ADKINS | 153.96 |
| 3/20 | MOAK CASEY & ASSOCIATES. INC. | 225.00 |
| 3/20 | MOBILE COMMUNICATION AMERICA INC | 7,853.00 |
| 3/20 | MONK HOLDINGS LLC | 24.00 |
| 3/20 | MRB CONTRACTORS LLC | 161,519.00 |
| 3/20 | MSB CONSULTING GROUP LLC | 52,415.05 |
| 3/20 | N-TUNE MUSIC & SOUND INC | 10,798.00 |
| 3/20 | NASCO EDUCATION LLC | 188.92 |
| 3/20 | NATALIE FITZGERALD | 44.25 |
| 3/20 | NATALIE FITZGERALD | 88.50 |
| 3/20 | NATALIE GUARA | 134.93 |
| 3/20 | NATIONAL FOOD GROUP INC | 12,480.00 |
| 3/20 | NATIONAL TRAVEL SYSTEMS | 5,833.73 |
| 3/20 | NATIVIDAD J. ARMENDAREZ | 1,140.50 |
| 3/20 | NIMBUS DRINKING WATER SYSTEMS | 74.00 |
| 3/20 | NOBUYUKI SHIRAISHI | 213.26 |
| 3/20 | NOHEMI YBARRA | 38.32 |
| 3/20 | ODESSA CHAMBER OF COMMERCE | 600.00 |

| | | |
|---|---|---|
| 3/20 | ODESSA COLLEGE | 3,906.99 |
| 3/20 | OFELIA RIVERA | 536.00 |
| 3/20 | SEWCO INC | 11,733.93 |
| 3/20 | PATRICIA LOGAN | 110.49 |
| 3/20 | PAULINA FOWLER | 104.38 |
| 3/20 | PENSKE COMMERCIAL VEHICLES US LLC | 31.43 |
| 3/20 | REED BOYD ENTERPRISES INC | 6,250.00 |
| 3/20 | PERMIAN MOVERS, INC. | 2,540.00 |
| 3/20 | POCKET NURSE ENTERPRISES INC | 940.82 |
| 3/20 | PRECISION BUSINESS MACHINES INC (PBM) | 752.38 |
| 3/20 | PRESENCE LEARNING INC | 3,613.13 |
| 3/20 | PRISCILLA TORRES | 143.52 |
| 3/20 | RACHEL GALVAN | 40.47 |
| 3/20 | REGION 18 EDUCATION SERVICE CENTER | 7,100.00 |
| 3/20 | RHONDA LONG | 39.20 |
| 3/20 | RICARDO LEAL | 377.00 |
| 3/20 | RILEY COFFMAN | 341.70 |
| 3/20 | ROB RANKIN | 48.00 |
| 3/20 | ROBERTS TRUCK CENTER OF TEXAS | 752.65 |
| 3/20 | ROCIO DAVILA | 42.68 |
| 3/20 | RONALD PROMESSE | 25.00 |
| 3/20 | ROSAS CAFE / BOBBY COX Co. | 467.85 |
| 3/20 | ROSAS CAFE / BOBBY COX Co. | 138.52 |
| 3/20 | ROSHELL D CAUFIELD | 2,600.00 |
| 3/20 | RUTH ROSARIO BALTAZAR | 144.00 |
| 3/20 | SAMANTHA SOTELO | 1,146.86 |
| 3/20 | SANDRA ROESNER | 1,267.09 |
| 3/20 | SARAH PATTON | 61.10 |
| 3/20 | SCOTT MURI | 120.95 |
| 3/20 | SHALON JORDAN | 10.99 |
| 3/20 | SHANE EIDSON | 35.00 |
| 3/20 | SHARI RILEY | 2,086.20 |
| 3/20 | SHELLEY WAGNER | 279.68 |
| 3/20 | SHERWIN WILLIAMS | 91.34 |
| 3/20 | CENTERING ON CHILDREN | 1,788.57 |
| 3/20 | SIRIA DUTCHOVER | 43.08 |
| 3/20 | SKILLSUSA TEXAS | 4,930.00 |
| 3/20 | STEPHANIE WRIGHT | 172.50 |
| 3/20 | STEVE BROWN | 62.52 |
| 3/20 | STEVEN FLORES | 167.02 |
| 3/20 | SUHEY CHAVEZ | 32.90 |
| 3/20 | KIRSTEN DANIELLE YBARRA | 90.00 |
| 3/20 | SWEET PIZZA LLC | 46.99 |
| 3/20 | SWIM SHOPS OF THE SOUTHWEST | 800.00 |
| 3/20 | SYSCO USA, INC | 76,722.00 |
| 3/20 | TAMMY HAWKINS | 282.79 |
| 3/20 | TARYN MCMILLAN | 500.00 |
| 3/20 | TASTY BRANDS LLC | 31,143.60 |
| 3/20 | TEACH UPBEAT LLC | 22,550.00 |
| 3/20 | TERESA MOLINAR | 55.01 |

| | | |
|---|---|---|
| 3/20 | TESS DONNER | 3,000.00 |
| 3/20 | TEXAS ACADEMIC DECATHLON FOUNDATION | 1,500.00 |
| 3/20 | TASB, INC | 120.00 |
| 3/20 | THE PITNEY BOWES | 11,601.45 |
| 3/20 | THIRD FUTURE SCHOOLS TEXAS | 14,344.48 |
| 3/20 | THIRD FUTURE SCHOOLS TEXAS | 15,940.04 |
| 3/20 | THIRD FUTURE SCHOOLS TEXAS | 7,866.25 |
| 3/20 | THOMAS BONDS | 150.00 |
| 3/20 | TIL-LOIS FIFER | 31.22 |
| 3/20 | TODD BERRIDGE | 433.60 |
| 3/20 | TORI HENDERSON | 82.75 |
| 3/20 | TRACI AVILA | 38.02 |
| 3/20 | TRACY GOMEZ | 325.09 |
| 3/20 | TRANSFINDER CORPORATION | 20,000.00 |
| 3/20 | TRAVIS DOIG | 270.90 |
| 3/20 | TROPHY DEN | 174.25 |
| 3/20 | TYLER THOMPSON | 225.00 |
| 3/20 | TYLER THOMPSON | 225.00 |
| 3/20 | UIL MUSIC REGION 6 | 1,000.00 |
| 3/20 | UNITED PARCEL SERVICE INC | 125.08 |
| 3/20 | UNITED REFRIGERATION | 4,824.57 |
| 3/20 | THE UNIVERSITY OF TEXAS AT AUSTIN | 25,000.00 |
| 3/20 | US FOODS, INC. | 3,148.40 |
| 3/20 | VALERIA ZAMBRANO | 1,367.25 |
| 3/20 | VANESSA ZOELZER | 53.06 |
| 3/20 | VERIZON WIRELESS SERVICES LLC | 4,031.49 |
| 3/20 | VICTORIA A GOMEZ | 7,000.00 |
| 3/20 | VIKTORIA R HENDERSON | 53.80 |
| 3/20 | IMPERIAL BAG & PAPER LLC | 4,394.06 |
| 3/20 | WALSH GALLEGOS KYLE ROBINSON & ROALSON PC | 14,302.54 |
| 3/20 | WEIDNER & PHILLIPS LTD BY F & B OPERATORS | 377.90 |
| 3/20 | WILLIAM KENT MCCORD | 132.93 |
| 3/20 | ZACHERY CHAVEZ | 790.50 |
| 3/20 | ZULEMA PALOMINO | 63.45 |
| 2/15 | PCARX LLC | 151,450.53 |
| 2/20 | AETNA LIFE INSURANCE COMPANY | 112,348.60 |
| 2/20 | AETNA LIFE INSURANCE COMPANY | 217,006.60 |
| 2/22 | PCARX LLC | 97,076.51 |
| 2/26 | AETNA LIFE INSURANCE COMPANY | 349,096.83 |
| 2/29 | PCARX LLC | 165,435.73 |
| 2/29 | CAREATC INC | 4,843.89 |
| 2/29 | CAREATC INC | 6,656.00 |
| 3/4 | AETNA LIFE INSURANCE COMPANY | 351,562.09 |
| 3/4 | PCARX LLC | 117,490.91 |
| 3/4 | AETNA LIFE INSURANCE COMPANY | 30,147.12 |
| 3/7 | UTPB | 250,254.00 |
| 3/7 | THIRD FUTURE SCHOOLS TEXAS | 1,134,055.00 |
| 3/7 | CAREATC INC | 92,534.37 |
| 3/7 | PCARX LLC | 26,234.18 |
| 3/7 | CAREATC INC | 7,222.22 |

| | | | |
|---|---|---|---|
| 3/7 | WELLSPRING TELEHEALTH | | 11,092.50 |
| 3/7 | WELLSPRING TELEHEALTH | | 11,130.00 |
| 3/7 | PCARX LLC | | 19,940.00 |
| | | | |
| | TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT | | 998 |
| | TOTAL AMOUNT WRITTEN FOR DISTRICT | $ | 12,650,685.92 |

# REQUEST FOR APPROVAL OF ACCEPTANCE OF DONATIONS OVER $10,000

In accordance with policy CDC (local), Ector County ISD is requesting approval to receive the following donations greater than $10,000.

| Amount | Fund | From | Description |
|---|---|---|---|
| $197,750.00 | 199 | FMH Grant | 21 Pianos funding to Education Foundation who purchases directly |
| $160,500.00 | 199 | PHS Athletic Boosters | Replace indoor practice facility turf |
| $110,906.40 | 199 | CDW-G | 220 Dell Chromebooks (3% free with purchase of 7,400 units) |
| $41,350.00 | 199 | Permian Basin Baseball Boosters | Shade structure for home and visitor stands |
| $36,987.00 | 199 or 482 | Education Foundation | Salary for remainder of 23/24 for Director and admin assistant for STEAM initiatives |
| $17,007.00 | 494 | Education Foundation | Project Lead the Way teaching materials |

861

Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES

CDC

(EXHIBIT)A

OUR students...THE future

# ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM: _____ / Dr. Aaron Hawley
Principal OR Director

_____ / Fine Arts
School OR Department

Education Foundation of Odessa — Chris Cole, President
Name of Donor (if organization, please include name of president)

PO Box 951 — Odessa — Texas — 79760
Mailing address — City — State — Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

| | Description of Donation/Gift | Value* | Purpose of Donation |
|---|---|---|---|
| 1 | Digital Piano – Roland (RP701CB) | $1,984.99 /750, | Fine Arts (861) – Piano Overhaul Program |
| 2 | Upright Piano – Boston (UP120S) | $9,837.00 9800, | Fine Arts (861) – Piano Overhaul Program |
| 3 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 4 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 5 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 6 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 7 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 8 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 9 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 10 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 11 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 12 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 13 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 14 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 15 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 16 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 17 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 18 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 19 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 20 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |
| 21 | Upright Piano – Boston (UP120S) | $9,837.00 | Fine Arts (861) – Piano Overhaul Program |

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

$197,750

Record value of donated pianos

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

| | | | |
|---|---|---|---|
| ✓ Approval | ( ) Disapproval | Michael Aaron Hawley<br>PRINCIPAL / DIRECTOR | 3-6-2024<br>Date |
| ✓ Approval | ( ) Disapproval | Celeste Potter<br>DIRECTOR OF DEVELOPMENT | 3-6-24<br>Date |
| ( ) Approval | ( ) Disapproval | [signature]<br>CHIEF FINANCIAL OFFICER | 3/20/24<br>Date |
| | | (The following approval required for a single donation/gift of $10,000 or more) | |
| ( ) Approval | ( ) Disapproval | _____<br>SUPERINTENDENT OF SCHOOLS | _____<br>Date |

DATE ISSUED: 01/05/20
CDC(EXHIBIT)A

## Deborah Ottmers

**From:** Michael Hawley
**Sent:** Wednesday, March 6, 2024 10:09 AM
**To:** Celeste Potter
**Cc:** Deborah Ottmers; Dusty Baumann; Albessa Chavez
**Subject:** RE: Signature Required - ECISD Donation Form
**Attachments:** Donation Form - Education Foundation (FMH Grant for Fine Arts Piano Overhaul).pdf

Good Morning,

Here is a signed copy. Thank you!

Dr. Hawley

**From:** Celeste Potter <Celeste.Potter@ectorcountyisd.org>
**Sent:** Wednesday, March 6, 2024 8:47 AM
**To:** Michael Hawley <Michael.Hawley@ectorcountyisd.org>
**Cc:** Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>; Dusty Baumann <Dusty.Baumann@ectorcountyisd.org>; Albessa Chavez <Albessa.Chavez@ectorcountyisd.org>
**Subject:** Signature Required - ECISD Donation Form
**Importance:** High

Dr. Hawley,

Please sign the attached donation form.
This is for the 21 new pianos being purchased and donated by the Education Foundation through a grant they received from FMH Foundation for your piano overhaul project.

Check to Steinway Hall is being mailed today and I'll be hand delivering the check to N-Tune later this afternoon.

Respectfully,

**Celeste Potter**, CFRM
**Executive Director of Development**
ECISD Development Office
432.456.7059
PO Box 3912
Odessa, Texas 79760
celeste.potter@ectorcountyisd.org

ECISD Development Office

*Confidentiality Notice: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential student information. Unauthorized use or disclosure is prohibited under the Federal Family Education Rights & Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99). If you are not the intended recipient, you may not use, disclose, copy, or disseminate this information. Please contact the sender immediately and destroy all copies of the original message, including attachments.*

# Roland RP-701-CB Digital Console Piano (Black) - With Bench

**Includes Stand, Bench, 3 Pedal Unit & Music Rest!**











Roland AUTHORIZED DEALER

Model #RP-701-CB

**IN STOCK!**
Most orders placed before
3pm EST ship same day!

**$1749.99**

or 4 payments on orders up to **$1500**
with ZIP

Pay With synchrony **$146/mo** suggested payments with 12 month special financing. **Learn How**

**Quantity:**

1 + Add to Cart + Add to Wishlist

**1-day Delivery for Most PA and FL orders!**
**No Tax Outside CA, FL and PA!**
**30-Day Guarantee**

**Shipping Note: Due to size and/or weight specifications, there is an additional shipping fee of $99.00 that will be added during checkout.**



**Product Questions?**
Click here for answers!

## In-Store Availability

| Location | Available |
|---|---|
| GeorgesMusic.com | 1 |
| North Wales, PA (/company_locations_nw.html) | 0 |
| Jacksonville Beach, FL (/company_locations_jb.html) | 1 |
| Springfield, PA (/company_locations_sf.html) | 0 |
| Berwyn, PA (/company_locations_bw.html) | 0 |
| Spring City, PA (/company_locations_sc.html) | 0 |
| Jupiter, FL | 0 |

## Product Details

Overall Rating

**4.9**

Read our 5,261 reviews

(https://pianopricepoint.com/)

# Boston UP120S Upright Piano



**MSRP $9,800**

Piano Name: Boston
Website: Boston (http://www.steinway.com/boston)
Model: UP-120S
Made in: Indonesia
Parent Company: Steinway
Company Location: USA
Height: 47″

**History:** Introduced in 1992, Boston is the name of Steinway's middle line of pianos. Steinway designed, built by Kawai to Steinway's specifications. With the exception of the UP120s, built in Indonesia, all other pianos are manufactured in Japan.

**Dimensions:** 47″x59″x25″ or 120cm x 151cm x 64cm

**Available Finishes:** Polished Ebony or Satin Walnut

**Features:** Staggered spruce backposts (5) ~ Octagrip 11 ply multi-directional maple pinblock ~ Solid Sitka spruce soundboard ~ 10 spruce ribs notched into inner rim ~ Solid maple bridges with cantilevered base ~ Steinway specified hammers 20.8 lbs top felt ~ Solid maple action ~ Aluminum action rail ~ Spruce keys ~ Laminated hardwood keybed ~ Solid brass hardware

864

Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES

CDC

(EXHIBIT)A

OUR students...THE future

# ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM: _____ / Mitch Davis
Principal OR Director

_____ / Technology -864
School OR Department

record as donation in ITW

CDW-G K12 -Mike Chiesa Account Manager
Name of Donor (if organization, please include name of president)

200 N Milwaukee Ave. Vernon Hills, IL 60061
Mailing address City State Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

| Description of Donation/Gift | Value* | Purpose of Donation |
|---|---|---|
| QTY-220-Dell Chromebook 3110 2-in-1 8GB Ram/64GB SSd /$504.12 per device | $ $110,906.40 | Promotion from Dell during December |
| | $ | |
| | $ | |

REV 199-

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

CYP 199-

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: December Dell Promotion

( ) Approval ( ) Disapproval _____ 2/29/2024
PRINCIPAL / DIRECTOR Date

(✓) Approval ( ) Disapproval Celeste Potter 2-29-24
DIRECTOR OF DEVELOPMENT Date

(✓) Approval ( ) Disapproval _____ 3/5/2024
CHIEF FINANCIAL OFFICER Date

(The following approval required for a single donation/gift of $10,000 or more)

( ) Approval ( ) Disapproval _____
SUPERINTENDENT OF SCHOOLS Date

DATE ISSUED: 01/05/20
CDC(EXHIBIT)A

## RE: ECISD - Dell Chromebooks - EOY order incentive update

Mike Chiesa <mikechi@cdw.com>

Tue 12/12/2023 12:02 PM

To:Jennifer Valencia <Jennifer.Valencia@ectorcountyisd.org>;(Mitch) Cody Davis <Cody.Davis@ectorcountyisd.org>
Cc:Eric Althoff <ericalt@cdwg.com>;Mike Chiesa <mikechi@cdw.com>

1 attachments (91 KB)

NRFW899.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**corrected quote copy attached without shipping charge. That was my system not being sophisticated.... (usually it's me 😊.)

**Mike Chiesa | CDW Education**
Toll-Free Direct 866.301.5739
Direct: 248.223.4533

**Education**

*For faster turn-around on simple quote requests, PO submissions, order status updates or billing questions, please email our teamed inbox* K12NorthTexas@cdwg.com.

**From:** Mike Chiesa <mikechi@cdw.com>
**Sent:** Tuesday, December 12, 2023 12:45 PM
**To:** Jennifer Valencia <Jennifer.Valencia@ectorcountyisd.org>; (Mitch) Cody Davis <Cody.Davis@ectorcountyisd.org>
**Cc:** Eric Althoff <ericalt@cdwg.com>; Mike Chiesa <mikechi@cdw.com>
**Subject:** RE: ECISD - Dell Chromebooks - EOY order incentive update

Jennifer,

Thank you for the call and for the update that you're working to get this order processing, we very appreciate it! As discussed, we have attached the updated quote for option 1 below to add the ~3% spares with additional QTY (220) units to the 8/64GB option for secondary usage. If you have questions or need ANYTHING else to get this moved into a PO, just let us know.

***Quote #NRFW899/P.O. Ref. 23-24 CBK REFRESH, DECEMBER 23***

Best Regards,

**Mike Chiesa | CDW Education**
Toll-Free Direct 866.301.5739
Direct: 248.223.4533

**Education**

*For faster turn-around on simple quote requests, PO submissions, order status updates or billing questions, please email our teamed inbox* K12NorthTexas@cdwg.com.

**From:** Mike Chiesa <mikechi@cdw.com>
**Sent:** Friday, December 8, 2023 10:22 AM
**To:** Jennifer Valencia <Jennifer.Valencia@ectorcountyisd.org>; (Mitch) Cody Davis <Cody.Davis@ectorcountyisd.org>
**Cc:** Mike Chiesa <mikechi@cdw.com>; Eric Althoff <ericalt@cdwg.com>
**Subject:** ECISD - Dell Chromebooks - EOY order incentive update
**Importance:** High

Mitch,

I had a chance to chat with Jennifer yesterday and let her know that we worked with Dell to create additional room for us to offer ECISD an incentive to place your planned Chromebook refresh order in 2023 as both Dell and CDWG close our fiscal year as companies. We can dice this up a few ways to best meet your needs so I have a few proposed options for you to consider. Would you kindly review and let me know the following? I wanted to have this in front of you before you meet with Foster from Dell next Wednesday, not to mention provide enough lead-time to move an order through the processes on your end before everyone gets to enjoy some time off.

**Original Quote# NPFB467**

- 3110 2n1 Touch/Flip Chromebooks w/ 3YR ProSupport Plus w/ ADP – **8/64GB Model** – QTY 2,600
- 3110 2n1 Touch/Flip Chromebooks w/ 3YR ProSupport Plus w ADP – **4/32GB Model** – QTY 4,800
- Chrome License, White Glove/Etch/Case Application/Tag/Inventory, MaxCase Snap-on Case – QTY 7,400
    - Total Devices 7,400
    - Total Quote - $3,573,712.00

**Option 1:** apply incentive to **8/64GB** model – 220 additional units

- 3110 2n1 Touch/Flip Chromebooks w/ 3YR ProSupport Plus w/ ADP – **8/64GB** Model – QTY 2,820
- 3110 2n1 Touch/Flip Chromebooks w/ 3YR ProSupport Plus w ADP – **4/32GB** Model – QTY 4,800
- Chrome License, White Glove/Etch/Case Application/Tag/Inventory, MaxCase Snap-on Case – QTY 7,620
    - Total Devices - 7,620
    - QTY increase 220 / 3% more
    - Total Quote - $3,573,712.00

**Option 2:** apply incentive to **4/32GB** model – 236 additional units

- 3110 2n1 Touch/Flip Chromebooks w/ 3YR ProSupport Plus w/ ADP – **8/64GB** Model – QTY 2,600
- 3110 2n1 Touch/Flip Chromebooks w/ 3YR ProSupport Plus w ADP – **4/32GB** Model – QTY 5,036
- Chrome License, White Glove/Etch/Case Application/Tag/Inventory, MaxCase Snap-on Case – QTY 7,636
    - Total Devices – 7,636
    - QTY increase – 236 / 3.2% more
    - Total Quote - $3,573,712.00

In short, the incentive here equates to roughly $112,000 that we can spread out across the two device types to get ECISD an additional ~3% more complete devices bundles for the same quoted price. If you take an average cost of the two device types BUNDLES (include lic, services, case) this equates to roughly 220-236 more units depending on how we divide them up based on model. This would be valid for December 2023 and would require a PO before ECISD's Christmas break and be OK for CDWG to ship and invoice upon receipt of PO.

Hopefully this is viewed as a very positive outcome for ECISD and enough to move the needle for the district to order in December. I am going to be traveling to Chicago part of today but Eric is around and ready to make adjustments to the model mix if you want changes that aren't represented above.

Thank you so much!

**Mike Chiesa**
Executive Account Manager - K12 | **CDW Education**
Toll-Free Direct Phone: 866.301.5739 | Direct Phone: 248.223.4533
[mikechi@cdw.com]mikechi@cdw.com
E-RATE SPIN # 143005588



**Education**

*For faster turn-around on simple quote requests, PO submissions, order status updates or billing questions, please email our teamed inbox* K12NorthTexas@cdwg.com

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Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES

CDC

(EXHIBIT)A

OUR students...THE future

# ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM: _____ / _____
Principal OR Director

_____ / _____
School OR Department

Permian Baseball Booster Club / Lori Beltran, President

Name of Donor (if organization, please include name of president)

PO Box 14652 Odessa TX 79768

Mailing address City State Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

| Description of Donation/Gift | Value* | Purpose of Donation |
|---|---|---|
| Cover Home & Visitor stands | $41,350 | to provide shade and protection from foul balls for our fans & spectators |
| | $ | |
| | $ | |

review record value of donated items

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

( ) Approval ( ) Disapproval Stacey Borchardt 3/4/24
PRINCIPAL / DIRECTOR Date

(✓) Approval ( ) Disapproval Celeste Potter 3-6-24
DIRECTOR OF DEVELOPMENT Date

( ) Approval ( ) Disapproval Deborah Akins 3/6/24
CHIEF FINANCIAL OFFICER Date

(The following approval required for a single donation/gift of $10,000 or more)

( ) Approval ( ) Disapproval _____
SUPERINTENDENT OF SCHOOLS Date



DATE ISSUED: 01/05/20
CDC(EXHIBIT)A

T Loewen Construct
123 CR 404D
Seminole, Texas 79360
(432)209-1146

# QUOTE

Permian Baseball
Odessa Tx

**Quote #** 0000514

**Quote Date** 02/07/2024

| Item | Description | Unit Price | Quantity | Amount |
|---|---|---|---|---|
| | Build 2 40'x30'x20' 1;12 pitch cantilever awnings over the bleachers at the baseball field.<br>Structure is to be painted black with white sheetmetal and black trim.<br><br>Saw cut if needed for the concrete piers.<br>Concrete piers to be 3'x3'x3'<br><br>Any engineering plans or designs are not included in the price.<br><br>Start date could be end of February to first of march.<br>Weather permitting it would be about a 2 week project.<br>That would all determine on what the schedule would be for the games being played at the facility. | 41350.00 | 1.00 | 41,350.00 |

NOTES: *Prices are good for 10 days*

Any delays or unforeseen conditions/circumstances, beyond our control, may result in additional costs. Any of these situations, or any deviation from the original specifications, will be executed by a written order/change order, and must be signed and accepted by client prior to commencement of work related to said order. In addition to builders liability insurance, owner is to carry fire, tornado, and/or other necessary property insurance. If any dispute between builder and client arises, that results in legal action taken by either party, to enforce the rights of the party pursuant to this agreement, the prevailing party shall be entitled to recover any applicable cost incurred as a result, as determined by a competent jurisdiction.

| | |
|---|---|
| **Subtotal** | 41,350.00 |
| **Total** | 41,350.00 |
| **Amount Paid** | 0.00 |
| **Quote** | $41,350.00 |

705

Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES

CDC

(EXHIBIT)A

OUR students...THE future

# ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM:

| | | |
|---|---|---|
| _____ Principal | / OR | Celeste Potter Director |
| _____ School | / OR | Development - 705 Department |

Education Foundation of Odessa — Chris Cole, President
Name of Donor (if organization, please include name of president)

PO Box 951 — Odessa — Texas — 79760
Mailing address — City — State — Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

| Description of Donation/Gift | Value* | Purpose of Donation |
|---|---|---|
| Check# 3326 | $ 32987.00 | Director STEAM Initiatives & Special Projects |
| | $ | |
| | $ | |

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

( ) Approval ( ) Disapproval _____
PRINCIPAL / DIRECTOR — Date

(✓) Approval ( ) Disapproval Celeste Potter 3-6-24
DIRECTOR OF DEVELOPMENT — Date

( ) Approval ( ) Disapproval _____ 3/6/24
CHIEF FINANCIAL OFFICER — Date

(The following approval required for a single donation/gift of $10,000 or more)

( ) Approval ( ) Disapproval _____
SUPERINTENDENT OF SCHOOLS — Date

DATE ISSUED: 01/05/20
CDC(EXHIBIT)A

# Memo

To: Deborah Ottmers, Chief Financial Officer

From: Celeste Potter, Education Foundation

Date: March 6, 2024

Re: Donation

Message:

The Education Foundation Board of Directors is excited to partner with ECISD on the Inspiration Station Project. As part of that agreement, the Foundation is committed to covering all costs related to this project, including funds for necessary staff.

Enclosed is check# 3326 which should cover costs of the Director of STEAM Initiatives and Special Projects for the remainder of the 2023-2024 school year.

Education Foundation
Inspiration in Education

**Celeste Potter**

**From:** Jennifer Moran
**Sent:** Tuesday, March 5, 2024 11:59 AM
**To:** Deborah Ottmers; Celeste Potter
**Cc:** Matthew Spivy
**Subject:** RE: Director STEAM Initiatives and Special Projects

Hello!

If the employee will be Whittenburg, the amount needed for the remainder of 23-24 is $36,987.

I would budget around $6,000 for the remainder of the year for a part-time employee.

Thanks,

Jennifer Moran
Staff & Payroll Budget Coordinator
Ector County ISD Finance
432-456-9357

**From:** Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>
**Sent:** Tuesday, March 5, 2024 10:12 AM
**To:** Celeste Potter <Celeste.Potter@ectorcountyisd.org>
**Cc:** Jennifer Moran <Jennifer.Moran@ectorcountyisd.org>; Matthew Spivy <Matthew.Spivy@ectorcountyisd.org>; Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>
**Subject:** RE: Director STEAM Initiatives and Special Projects

Hi
Did not get a chance to look at this yesterday.
Jenn is back, but we have a meeting in 20 min.
She never got a recommendation, so never provided the info.

I thought the person was Whittenburg – and did not know if it was a lateral move or not.

Thoughts?

Thanks

Deborah P. Ottmers, CPA, RTSBA
Ector County ISD CFO
802 N. Sam Houston
Odessa, TX 79761
deborah.ottmers@ectorcountyisd.org
432-456-9491 office

Ector County Independent School District

**From:** Celeste Potter <Celeste.Potter@ectorcountyisd.org>
**Sent:** Monday, March 4, 2024 1:35 PM
**To:** Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>
**Cc:** Jennifer Moran <Jennifer.Moran@ectorcountyisd.org>; Matthew Spivy <Matthew.Spivy@ectorcountyisd.org>
**Subject:** RE: Director STEAM Initiatives and Special Projects

The part-time hasn't even been posted yet.
We are waiting for the full-time director to get in place before we proceed with that position.

**Celeste Potter**, CFRM
**Executive Director of Development**
ECISD Development Office
432.456.7059
PO Box 3912
Odessa, Texas 79760
celeste.potter@ectorcountyisd.org

Development Office

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**From:** Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>
**Sent:** Monday, March 4, 2024 12:23 PM
**To:** Celeste Potter <Celeste.Potter@ectorcountyisd.org>
**Cc:** Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>; Jennifer Moran <Jennifer.Moran@ectorcountyisd.org>; Matthew Spivy <Matthew.Spivy@ectorcountyisd.org>
**Subject:** RE: Director STEAM Initiatives and Special Projects

Hi
Jenn was going to work that up and get it to you – but she is out today.
I can try to come up with an estimate tho

What about the part time assistant?
When are they starting?

Thanks

Deborah P. Ottmers, CPA, RTSBA
Ector County ISD CFO
802 N. Sam Houston
Odessa, TX 79761
deborah.ottmers@ectorcountyisd.org

432-456-9491 office

Ector County Independent School District

**From:** Celeste Potter <Celeste.Potter@ectorcountyisd.org>
**Sent:** Monday, March 4, 2024 9:21 AM
**To:** Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>; Matthew Spivy <Matthew.Spivy@ectorcountyisd.org>
**Subject:** Director STEAM Initiatives and Special Projects

Good morning.

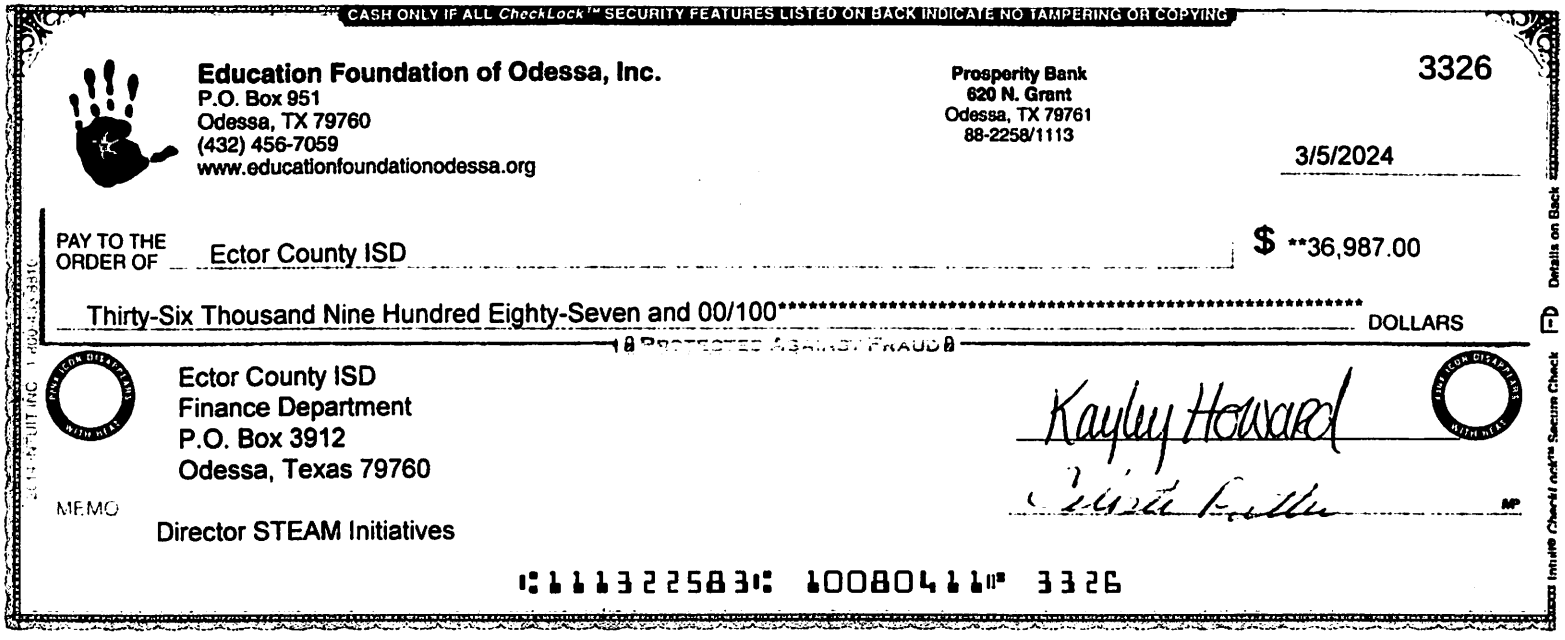
Do we have an estimate of what this position will cost the district from March 18 -June 30th?
The Education Foundation meets tomorrow and I would like to get this in front of them before spring break so we can get a check to Finance.

Thanks,

**Celeste Potter**, CFRM
**Executive Director of Development**
ECISD Development Office
432.456.7059
PO Box 3912
Odessa, Texas 79760
celeste.potter@ectorcountyisd.org

Development Office

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**Education Foundation of Odessa, Inc.**
P.O. Box 951
Odessa, TX 79760
(432) 456-7059
www.educationfoundationodessa.org

Prosperity Bank
620 N. Grant
Odessa, TX 79761
88-2258/1113

3326

3/5/2024

PAY TO THE ORDER OF Ector County ISD

$ **36,987.00

Thirty-Six Thousand Nine Hundred Eighty-Seven and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

Ector County ISD
Finance Department
P.O. Box 3912
Odessa, Texas 79760

Kayley Howard

MEMO Director STEAM Initiatives

⑈113225831⑈ 100804116⑈ 3326

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**Education Foundation of Odessa, Inc.** 3326

| | | |
|---|---|---|
| Ector County ISD | 3/5/2024 | |
| Inspiration Station Expense:Staff | Director STEAM Initiatives & Special Projects<br>March 18, 2024 - June 30, 2024 | 36,987.00 |

318

Prosperity Bank Chec Director STEAM Initiatives 36,987.00

Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES

CDC

(EXHIBIT)A

OUR students THE future

# ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM: _____ / Ryan Merritt
Principal OR Director

_____ / CTE
School OR Department

Education Foundation of Odessa — Chris Cole, President
Name of Donor (if organization, please include name of president)

PO Box 951 — Odessa — Texas — 79760
Mailing address — City — State — Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

| Description of Donation/Gift | Value* | Purpose of Donation |
|---|---|---|
| Check# 1005 | $ 17,007.00 | Project Lead the Way |
| | $ | |
| | $ | |

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: Deposit to: 494-11-6396-00-112-11-49423 TEACHING MATERIALS

( ) Approval ( ) Disapproval — Ryan Merritt — 3/6/2024
PRINCIPAL / DIRECTOR — Date

(✓) Approval ( ) Disapproval — Celeste Potter — 3-6-24
DIRECTOR OF DEVELOPMENT — Date

✓ (✓) Approval ( ) Disapproval — [signature] — 3/6/24
CHIEF FINANCIAL OFFICER — Date
(The following approval required for a single donation/gift of $10,000 or more)

( ) Approval ( ) Disapproval _____
SUPERINTENDENT OF SCHOOLS — Date

DATE ISSUED: 01/05/20
CDC(EXHIBIT)A

# Memo

To: Deborah Ottmers, Finance

From: Education Foundation

Date: March 6, 2024

Re: Donation – CTE – Project Lead the Way

Message:

Enclosed is a check (ck# 1005) in the amount of $17,007.00 designated to support Project Lead the Way in ECISD along with documentation supporting the donation.

Any unused funds should be returned to the Education Foundation.

Education Foundation
Inspiration in Education

# QUOTE

Quote #: 111067904
Creation Date: Feb 13, 2024
Expiration Date: Apr 13, 2024

Bill to:
JUAN CORREA
PERMIAN HIGH SCHOOL
1800 E 42nd St
Odessa, Texas, 79762
United States
T: 4324568872

Ship to:
JUAN CORREA
PERMIAN HIGH SCHOOL
1800 E 42ND ST
ODESSA, Texas, 79762-5839
United States
T: 4324568872

**Payment Method**
Generate Quote

**Shipping Method**
FedEx - Ground

| Sku | Product | Price | Qty | Subtotal |
|---|---|---|---|---|
| 276-4855 | Inertial Sensor | $52.49 | **12** | $629.88 |

| | |
|---|---|
| Subtotal: | $629.88 |
| Shipping & Handling: | $23.80 |
| **Grand Total:** | **$653.68** |

Please note our new remittance address below:

VEX Robotics, Inc.
Dept 140
P O Box 650444
Dallas, TX 75265

Three ways to proceed once you are ready to purchase:

1. With an account you can order from your quote.

Purchase Orders and Credit cards are accepted.

2. Email your Purchase Order to sales@vexrobotics.com. Include your quote and your tax exemption certificate (if applicable).
3. Call (833) 297-6268 Monday-Friday, 7am-5pm CT

# Your Lists Your Friends

List help

Hello. Please sign in

## ECISD-ROBOTICS

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**Sheet Protectors, PANDRI 500 Pack Clear Heavy Duty Plastic Page Protectors Sheet Reinforced 11-Hole Fit for 3 Ring Binder Fits Standard 8.5 x 11 Paper, 9.25 x 11.25 Top Loaded, Acid Free**
by PANDRI (Office Product)
5,105
$26.99 FREE Shipping on ord...
Size : 500 PACK

Add to Cart
Buying this gift elsewhere?



**Cardinal Economy 3-Ring Binders, 1", Round Rings, Holds 225 Sheets, ClearVue Presentation View, Non-Stick, White, Carton of 12 (90621)**
by Cardinal (Office Product)
12,925
$35.99 & **FREE Shipping** Details
Size : 1 Inch Color : White
Style : Binders

Add to Cart
Buying this gift elsewhere?



**Dremel Rotary Tool Accessory Kit- 710-08- 160- EZ Lock Technology- 1/8 inch Shank- Cutting Bits, Polishing Wheel And Compound, Sanding Disc And Drum, Carving, Sharpening, And Engraving**
by Dremel (Tools & Home Improvement)
8,462
$34.11 FREE Shipping on ord...
**Price dropped by $0.24** (was $34.35 when added to List)
Size : 160-Pieces

Add to Cart
Buying this gift elsewhere?

**Dremel 4000-2/30 Variable Speed Rotary Tool Kit - Engraver, Polisher, and Sander- Perfect for Cutting, Detail Sanding, Engraving,**

Add to Cart
Buying this gift elsewhere?



Wood Carving, and Polishing-2 Attachments & 30 Accessories
by Dremel (Tools & Home Improvement)
16,662
$84.33 & **FREE Shipping**. Details
Size : + 32 Accessories Style : 4000 Rotary Tool



**Flashforge Adventurer 3 3D Printer Leveling-Free,FDM 3D Printer with Detachable Nozzle and Removable Flexible Platform,Filament Detection,Built-in HD Camera,Wi-Fi Cloud Printing,Ultra-Mute Printing**
by Voxelab
384
Color : Adventurer 3

See all buying options

Buying this gift elsewhere?



**Dremel MM399 Oscillating Multitool Universal Flush Cutting Blade Kit**
by Dremel (Misc.)
50
$34.98 FREE Shipping on orders
**Price dropped by $0.01** (was $34.99 when added to List)

Add to Cart

Buying this gift elsewhere?



**Dremel MM50-01 Multi-Max Oscillating DIY Tool Kit with Tool-LESS Accessory Change-5 Amp, 30 Accessories-Compact Head & Angled Body- Drywall, Nails, Remove Grout & Sanding, 17.2 x 4.2 x 10.5"**
by Dremel (Tools & Home Improvement)
1,845
$139.00 & **FREE Shipping**. Det...

Add to Cart

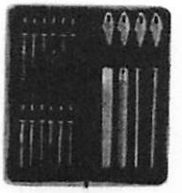
Buying this gift elsewhere?



**MYTEC Bench Vise or Table Vise, multifunctional jaw, multi-functional Combined Vise with Quick Adjustment, Universal Rotate 360° Work Clamp-On Vise, 3.3" black**
by MYTEC (Tools & Home Improvement)
2,878
$37.97 & **FREE Shipping**. Details
with coupon
Pattern Name : 3.3" black

Add to Cart

Buying this gift elsewhere?



**17Pcs File Tool Set with Carry Case,Premium Grade T12 Drop Forged Alloy Steel, Precision Flat/Triangle/Half-round/Round Large File and 12pcs Needle Files/1 brush**
by VUDAMAI (Tools & Home Improvement)
1,826
$23.99 FREE Shipping on ord...
Material Type : Alloy Steel

Add to Cart

Buying this gift elsewhere?



**FOXBC 5-Inch Scroll Saw Blade Pin End Replacement for Wen 3921 3923, Dremel, Craftsman, Penn State, Delta, Ryobi and All 15in.and 16in.Scroll Saw For Wood, High Carbon Steel - 48 Pack**
by FOXBC
990
$11.99 FREE Shipping on ord...
**Price dropped 20%** (was $14.99 when added to List)

Add to Cart

Buying this gift elsewhere?



**1.2 Amp Corded 16 in. Scroll Saw**
by RYOBI (Unknown Binding)
129
$194.99 & **FREE Shipping**

Add to Cart

Buying this gift elsewhere?



**HP Color LaserJet Pro M255dw Wireless Laser Printer, Remote Mobile Print, Duplex Printing, Works with Alexa (7KW64A), White**
by HP (Office Product)
2,047
$349.00 & **FREE Shipping** Det...
Style : Printer

Add to Cart

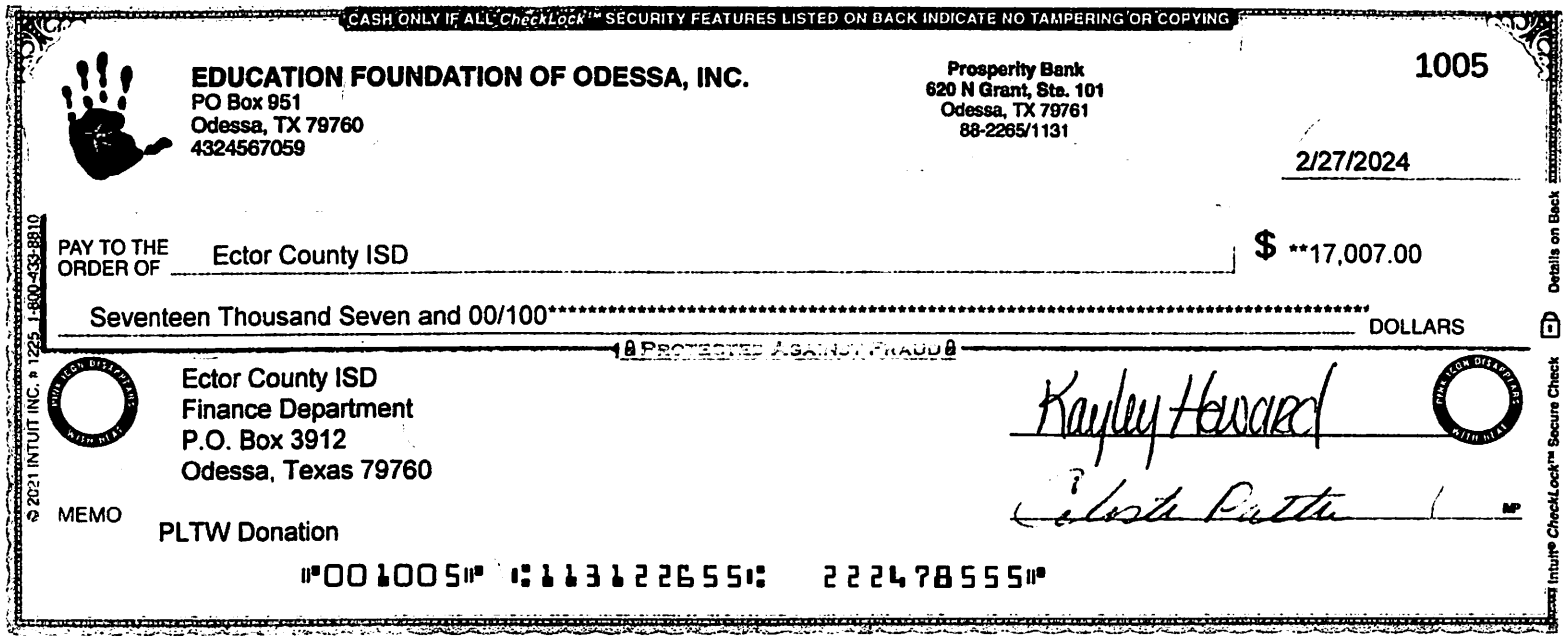
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End of list

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PO Box 951
Odessa, TX 79760
4324567059

Prosperity Bank
620 N Grant, Ste. 101
Odessa, TX 79761
88-2265/1131

1005

2/27/2024

PAY TO THE ORDER OF Ector County ISD

$ **17,007.00

Seventeen Thousand Seven and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

Ector County ISD
Finance Department
P.O. Box 3912
Odessa, Texas 79760

Kayley Howard

MEMO PLTW Donation

⑈001005⑈ ⑆113122655⑆ 222478555⑈

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Details on Back

Intuit® CheckLock™ Secure Check

**EDUCATION FOUNDATION OF ODESSA** 1005

| | | | |
|---|---|---|---|
| Ector County ISD | | 2/27/2024 | |
| Restricted Expenses:Project Lead the W | PLTW Donation (Chevron Funds) | | 17,007.00 |



| | | |
|---|---|---|
| Prosperity Restricted | PLTW Donation | 17,007.00 |

Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES

CDC

(EXHIBIT)A

OUR students. THE future

# ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM: _____ / Tracey Borchardt
Principal OR Director

Permian High School / Athletic Department
School OR Department

Permian Football Booster Club - Johnathan Crenfill
Name of Donor (if organization, please include name of president)

PO Box 13505 Odessa TX 79768
Mailing address City State Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

| Description of Donation/Gift | Value* | Purpose of Donation |
|---|---|---|
| Artificial Turf | $ 110,500. | Indoor facility turf. |
| | $ | |
| | $ | |

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

(✓) Approval ( ) Disapproval Tracey Borchardt 3/22/2024
PRINCIPAL / DIRECTOR Date

( ) Approval ( ) Disapproval _____
DIRECTOR OF DEVELOPMENT Date

( ) Approval ( ) Disapproval Deborah P. Ottmers 3/22/2024
CHIEF FINANCIAL OFFICER Date
(The following approval required for a single donation/gift of $10,000 or more)

( ) Approval ( ) Disapproval _____
SUPERINTENDENT OF SCHOOLS Date



DATE ISSUED: 01/05/20
CDC(EXHIBIT)A

February 15, 2024

Tracey Borchardt
Executive Director of Athletics
tracey.borchardt@ectorcountyisd.org

RE: Synthetic Turf Field Replacement
Budget Proposal – Permian High School Indoor Field

**Hellas Construction, Inc** is pleased to provide this Scope of Work and Budget Proposal for the above referenced project. Purchase via "The Local Government Purchasing Cooperative", the Buy Board Contract No. 641-21, Indoor and Outdoor Sports Surface, Repair and Renovation and Gym Floor Refinishing.

General Conditions

**Hellas** will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout, and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, all required submittals.
5. Provide, prior to construction, synthetic turf shop drawings.
6. Provide final punch-out and clean-up of the completed project.

**BASE PROPOSAL**

***Synthetic Turf Field***

**Hellas** scope of work:

1. *Removal* - Remove existing turf and dispose off-site.
2. *Shock Pad* – Provide and install ~26,500 square feet of Regupol 10mm shock pad.
3. *Synthetic Turf* - Provide and install ~26,500 square feet of **matrix® HELIX *42 oz.*** 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
   - Football lines and markings
   - Proprietary "RealFill" (patent no. 6,800,339 B2) installation of selectively graded aggregate and ambient ground SBR rubber
   - Gmax testing

- Provide 8-year manufacturer warranty

***After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.***

***Budget Proposal Price*** ***$202,023.00***

**EXCLUSIONS**

1. Any item of work not specifically listed above.
2. Any concrete work or repair to make existing concrete suitable for new pad and turf installation.
3. Any electrical work.
4. Engineering.
5. Site security
6. Any Allowances or Contingencies.
7. Taxes.
8. Permits.
9. Prevailing wages.
10. Any permits or fees, including any utility impact fees generated by construction improvements.
11. Owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
12. Owner to supply secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Please contact this office should you have any questions regarding this quotation. Hellas Construction, Inc looks forward to the award of this project, and is eager to work with you.

Jack Adams

Jack Adams
Vice President - Estimating



CORPORATE HQ | 12000 West Parmer Lane | Austin, TX 78613 | T: (512) 250-2910 | F: (512) 250-1960 | hellasconstruction.com

## REQUEST FOR APPROVAL OF PERMIAN HIGH SCHOOL THEATRE STUDENTS OUT-OF-STATE TRAVEL TO LONDON AND PARIS

The Permian High School Theatre program is requesting to travel internationally to London and Paris, from June 9 – June 19, 2025. The purpose of the trip is to attend a workshop at the Globe Theater, visit sites of theatrical and historical merit, and enjoy a variety of sightseeing and recreational activities. The group will consist of approximately 30 students and chaperones. Preliminary cost projections are $4,845 per participant, and the students will be fundraising a portion of this money. The cost of the trip will cover transportation, most activities, housing expenses, and a majority of the meals. Trip insurance is required for all participants, in the event that the trip is canceled.

# Exhibit A—Request for Trip Approval

Date of request: 1/16/24

Date/time of departure: June 9 2025 a.m. or p.m. *(circle one)*

Date/time of return: June 19 2025 a.m. or p.m. *(circle one)*

Destination of trip: London + Paris

Purpose of trip, i.e., event to be attended, instructional value of the trip:

spend several days in europe visiting sites of theatrical merit and history, and taking classes.

Estimate of any permissible fees associated with the trip: none

District employee sponsor and organization: Theatre / Grenier

Number of students participating: 25+

Number of chaperones participating: 3+

| Name of Chaperone | Criminal History Check Requested *(circle one)* |
|---|---|
| micaela grenier | Yes<br>No |
| Rey montoya | Yes<br>No |
| | Yes<br>No |

Signature of District employee sponsor: Micaela Grenier

***For Office Use Only***

**School-sponsored trip:**

☐ Approved

☐ Denied

Reason, if denied:

**Chaperone approval or denial:**

| Name of Chaperone | Criminal History Check Completed *(circle one)* | Decision *(circle one)* |
|---|---|---|
| Micaela Grenier | Yes / No | Approved / Denied |
| Reymundo Montoya | Yes / No | Approved / Denied |
| | Yes / No | Approved / Denied |

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Principal's Approval: Dulsa Styles 1-16-24
(Signature) (Date)

Superintendent or Designee Approval: Michael L. Hurley 2/21/24
(Signature) (Date)

Board Approval: _____
(Signature -Required for Out-of-State Travel) (Date)





# LONDON & PARIS

## Permian High School Theater



**Day One**
- Depart on TBD flight

**Day Two**
- Arrive in London, England!
- Meet your Green Light tour manager
- Board motorcoach for transfer into the city
- Lunch in Westminster
- Visit Westminster Abbey
- See Big Ben and the Houses of Parliament
- Group photo opportunity in front of Big Ben
- Ride the London Eye for aerial views of London
- Check into hotel
- Traditional fish and chips dinner
- Free time to explore Piccadilly Circus
- Arrive back at hotel

**Day Three**
- Breakfast at the hotel
- Visit St. Paul's Cathedral
- Lunch at New Armouries Café in the Tower of London
- Explore the Tower of London; a palace, a prison and home of the Crown Jewels
- Walk across the famous Tower Bridge
- Dinner in Whitechapel
- Follow the footsteps of Jack the Ripper in a guided walking tour of Whitechapel
- Arrive back at hotel

**Day Four**
- Breakfast at the hotel
- Walk through Hyde Park
- See the Changing of the Guards Ceremony at Buckingham Palace
- Lunch at Hard Rock Cafe London
- Take a guided tour of Shakespeare's Globe Theatre a faithful reconstruction of the open-air playhouse where Shakespeare worked and for which he designed many of his greatest plays
- Participate in a workshop at the Globe Theatre
- Shopping and dinner in Covent Garden
- See show in London's West End
- Arrive back at hotel

**Day Five**
- Breakfast at the hotel
- Board motorcoach for the day
- Lunch at the Warner Brothers Studio Cafe
- Tour of Warner Brothers Studios, follow in the footsteps of Harry Potter in a behind-the-scenes walking tour featuring the sets, costumes and props that brought magic to life in the world famous films
- Load motorcoach, depart for London
- Dinner and shopping in Camden Market
- Arrive back at hotel

**Day Six**
- Breakfast at the hotel







# LONDON & PARIS

- Take the Eurostar from London to Paris
- Arrive in Paris, France!
- Board motorcoach for transfer into the city
- Lunch and shopping in Place du Terte
- Visit the Sacre-Coeur Basilica
- Check into hotel
- Dinner cruise with live entertainment on the Seine River
- Arrive back at hotel

**Day Seven**

- Breakfast at the hotel
- Load motorcoach, depart for Disneyland Paris
- Arrive at Disneyland Paris!
- Perform for an international audience at Disneyland Paris
- Lunch within the park
- Dinner within the park
- Load motorcoach for transfer back to Paris
- Arrive back at hotel

**Day Eight**

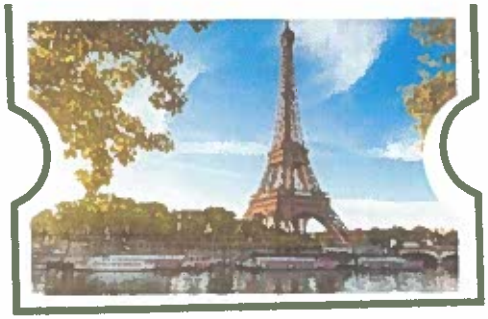
- Breakfast at the hotel
- Visit the Notre Dame Cathedral
- Lunch in the Latin Quarter
- Explore the Louvre, home to famous works of art like the Mona Lisa and Venus di Milo
- Pack and load motorcoach
- Explore the Harry Potter Shop at Kings Cross Platform 9 ¾
- Shopping and dinner on the Champs Elysees
- Group photo opportunity in front of the Arc de Triomphe
- Ascend to the top of the Eiffel Tower for aerial nighttime views of the City of Lights
- Arrive back at hotel



**Day Nine**

- Breakfast at the hotel
- Pack and load motorcoach for airport transfer
- Depart for home on TBD flight







# LONDON & PARIS

**Ground Package Includes**

- Roundtrip airfare estimated at $1,450 per seat
- Motorcoach transportation in London & Paris
- Eurostar train from London to Paris
- London Travel Card
- Paris Visite Pass
- Dedicated tour manager
- Four nights lodging in London
- Three nights lodging in Paris
- Westminster Abbey
- Big Ben
- Houses of Parliament
- London Eye
- Piccadilly Circus
- St. Paul's Cathedral
- The Tower of London
- Tower Bridge
- Tour of the Globe theater
- Workshop at the Globe Theater
- Jack the Ripper guided walking tour of Whitechapel
- Hyde Park
- Changing of the guards at Buckingham Palace
- Vocal/Instrumental workshop with local expert clinician
- West End Show
- Warner Brothers Harry Potter Studio Tour
- The Harry Potter Shop
- Place du Terte
- Sacre-Coeur Basilica
- Disneyland Paris 1-day park ticket
- Notre Dame Cathedral
- Latin Quarter
- The Louvre
- The Eiffel Tower
- Champs Elysees and Arc de Triomphe
- Breakfast daily
- Lunch in Westminster
- Lunch at New Armouries Café
- Lunch at Hard Rock Cafe London
- Lunch at the Warner Brothers Studio Cafe
- Lunch in Place du Terte
- Lunch at Disneyland Paris
- Lunch in the Latin Quarter
- Traditional fish and chips dinner
- Dinner in Whitechapel
- Dinner in Covent Garden
- Dinner in Camden Market
- Dinner cruise on the Seine River
- Dinner at Disneyland Paris
- Dinner on the Champs Elysees
- Standard trip delay insurance
- Name badges with emergency phone numbers
- Nighttime hotel security, so you can sleep
- Basic traveler's insurance
- Two complimentary directors packages at single occupany

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***Price is an estimate and can be confirmed in July 2024**

| Minimum # Paying Travelers | 30 | 35 | 40 | 45 | 50 |
|---|---|---|---|---|---|
| Double | $4,845 | $4,654 | $4,586 | $4,433 | $4,390 |
| Single | $5,590 | $5,499 | $5,431 | $5,378 | $5,335 |



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Anthony Sorola, Associate Superintendent of Athletics/Human Capital/Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF ARCHITECT-OWNER CONTRACTS FOR BOND PROGRAM CONSTRUCTION BETWEEN ECISD AND PARKHILL**

**DATE:** March 26, 2024

---

It is the recommendation of the administration that the Board of Trustees approve the Architect-Owner contracts between Ector County ISD and Parkhill:

- Transportation Facility
- Permian High School Auditorium
- JROTC Facilities at Permian HS and Odessa HS

Under separate cover, trustees will receive these three contracts as they are not finalized yet.

**********

Administrative Recommendation:

Approval of the contracts between Ector County ISD and Parkhill

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Twenty-first day of March in the year Two Thousand Twenty Four
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79762
Phone: (432) 456-0000

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

Parkhill
1700 W. Wall, Suite 100
Midland, Texas 79701
Phone: (432) 697-1447
Fax: (432) 697-9758

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

Permian High School Auditorium Renovations
1800 E. 42nd Street
Odessa, Texas 79762

The Owner and Architect agree as follows.

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Parkhill (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™-2017 Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

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

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

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4 SUPPLEMENTAL AND ADDITIONAL SERVICES

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6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT


## 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:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Architect will work with the Owner to develop the project program in accordance with established standards and scope.

**§ 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.)*

The project is a comprehensive renovation of the existing Permian High School auditorium, and includes new finishes, lighting, new fly space, renovations/additions to ancillary areas, lobby renovations and HVAC renovations and replacement.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

$9,375,000.00

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



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.1 Design phase milestone dates, if any:

March 2024

.2 Construction commencement date:

June 2025, tentative

.3 Substantial Completion date or dates:

December 2025, tentative

.4 Other milestone dates:

TBD

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Construction Manager at Risk

**§ 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.)*

None

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Dr. Scott Muri, Superintendent or his designee
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79762
Office Phone: (432) 456-0000

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

None

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

.1 Geotechnical Engineer: To be identified by Owner at a later date.

.2

*(Paragraphs deleted)*

Other, if any:


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*(List any consultants and contractors retained by the Owner.)*

N/A

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Scott Reed, AIA, Architect, Senior Associate
1700 W. Wall St.
Midland, Texas 79701
Phone: (432) 697-1447

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

**.2** Mechanical Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

**.3** Electrical Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

**.4** Kitchen Consultant Food Design Professionals (FDP):

N/A

**.5** A/V & Acoustical Consultant:

TBD

**§ 1.1.11.2** Consultants retained under Supplemental Services:

Surveyor: TBD

**§ 1.1.12** Other Initial Information on which the Agreement is based:


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Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

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

**§ 1.3** The parties may agree in writing 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.

*(Paragraph deleted)*

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practice and Remedies Code Section 130.002, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile


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liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. 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. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

*(Paragraphs deleted)*

**§ 2.5.1 Workers' Compensation**

**.1** State: Statutory Benefits

**.2** Employer's Liability: $1,000,000 per accident
$1,000,000 disease, policy limit
$1,000,000 disease, each employee

**§ 2.5.2** Commercial General Liability with policy limits of not less than the following amounts

**.1** Each occurrence: $ 1,000,000.00 each occurrence
$ 2,000,000.00 aggregate

**.2** Medical Expense (per person) $ 10,000 each occurrence

**.3** Products & Completed Operations: $ 2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor 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)

**.4** Personal & Advertising Injury $ 1,000,000 aggregate

**.5** Must include explosion, collapse, and underground (X, C, and U) coverage

**.6** Must include Completed Operations coverage

**.7** Must Include Contractual Liability Coverage

**.8** Must Include General Aggregate Per Project Endorsement.

**§ 2.5.3** Contractual Liability:

**.1** Property Damage shall be included in Commercial General Liability Coverage.

**.2** Insurance sufficient to cover Architect's contractual indemnities.

**§ 2.5.4** Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):

.1 Combined single limit policy in the amount of at least $1,000,000 for Bodily Injury and Property – Each Accident.


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**§ 2.5.5** Professional Liability (E&O) Coverage in at least in the following amounts:

$ 5,000,000.00 per claim

$ 7,000,000.00 per annual aggregate

Deductibles or self-insured retention amounts shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million.

**.1** Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than Two Million Dollars in the aggregate ($ 2,000,000.00).

**§ 2.5.6** Umbrella Excess Liability coverages shall be:

**.1** $ 1,000,000.00 each occurrence

**.2** $ 2,000,000.00 aggregate

**.3** $ 2,000,000.00 aggregate Per Project Endorsement

**§ 2.5.7** Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

**.1** Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

**.2** Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

**.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.

**.4** The Architect 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 Architect providing services on the Project for the duration of the Project.

**.5** The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

**.6** If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

**.7** The Architect shall obtain from each person providing services on a project, and provide to the Owner:


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.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 Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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

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

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

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

.2 Provide to the Architect, 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 Architect, 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 whom it contracts, and provide to the Architect:

.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 personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

.7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.


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**.12** By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

**.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 for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Section 4.1 and include usual and customary architectural services, structural, mechanical, plumbing, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction data base management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all on-site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas when appropriate, portable buildings and accompanying infrastructure if applicable. The District will not waive any services recommended by the Architect that are required by law.

Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in Article 3 and Section 4.1 are Additional Services.

**§ 3.1.1** The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

**.1** Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.


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**.2** The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or the Board's designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees or the Board's designee in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall reasonably cooperate with the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

**.1** Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party


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inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to inform all parties of revisions or amendments to applicable codes or standards which become effective prior to the issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the date of issue of applicable building permits shall be noted (including any additionally required project documentation and related project revisions) by the Architect, and shall be compensated as an Additional Service pursuant to Section 4.2.1.2, if applicable to the Project and required for Final Completion.

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

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments which may cause an adjustment in the Architect's compensation and must be mutually agreed upon by the Owner and Architect in writing before proceeding.


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**§ 3.1.7 The scope of work for this Project**:
Comprehensive renovations and remodel to existing Permian High School Auditorium. Project to include acoustical considerations, furnishings, fixtures and space reconfiguration.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project, and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project.

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

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

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

**§ 3.2.5.1** The Architect shall consider and discuss with Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider, and, if applicable, consult with the Construction Manager at Risk regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work prepared in accordance with Section 6.3. This opinion may be based on current area, volume or similar conceptual estimating techniques.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of


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Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.3 Design Development Phase Services**

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

**§ 3.3.2** The Architect shall update the opinion of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board, or Board's designee's approval.

**§ 3.3.4** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of 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 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Architect shall provide


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Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

> *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, and their respective 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.*

**§ 3.4.1.1 Errors and Omissions.**

**§ 3.4.1.1.1** Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

**§ 3.4.1.1.2** Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

**§ 3.4.1.1.3** Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

**§ 3.4.1.1.4** Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, including, without limitation, school facility standards found in 19 Texas Administrative Code, Subchapter CC, Section 61.1031 and Section 61.1040, and Texas Health and Safety Code Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1031 and Section 61.1040, and performed its services in accordance with the Standard of Care in executing the construction documents. Architect shall also certify that the construction documents conform to the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, except as indicated on the certification. Architect's signature and seal on the construction documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 Texas Administrative Code Section 61.1040.

Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1032 and Section 61.1040. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the


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Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to make note of and communicate scope of revisions or amendments to applicable codes or standards that become effective prior to the issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after issue of applicable building permits shall be addressed by the Architect, and shall be compensated as Additional Service per Section 4.2.1.2.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's attorney in the development and preparation of (1) bidding competitive purchasing, and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms bidding competitive purchasing, and; (2) the form of agreement between the Owner and Contractor, or Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health (Texas Government Code Chapter 425). All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 3.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

**§ 3.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed $100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of $100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 3.4.4** The Architect shall update the opinion for the Cost of the Work. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or


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Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4.7** Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of $50,000 or more, and shall notify Owner of same. Architect shall endeavor to not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

**§ 3.5.2 Competitive Bidding or Purchasing**

**§ 3.5.2.1** If applicable, Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

**§ 3.5.2.2** If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

**.1** procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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

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

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

**§ 3.5.2.3** In consultation with the Owner, the Architect shall consider requests for substitutions if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

**§ 3.5.3 Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General,


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Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

**§ 3.5.3.2** If requested by Owner, Architect shall assist the Owner in obtaining proposals by:

**.1** providing a digital copy of the Proposal Documents for distribution to prospective proposers/contractors and plan rooms and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;

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

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

**.4** evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project, and as specified in Section 3.1.6 herein. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If any conflict arises between this AIA Document B101-2017 and AIA Document A201-2017, this agreement shall control to the extent affecting Architect's services. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

**§ 3.6.1.2** The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect , or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to observe the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine if the Work is being


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performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative 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 his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work, when Architect knew or should have known of the defect or nonconforming work, shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall 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 to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

**§ 3.6.2.3** The Architect shall interpret and make recommendations to Owner regarding matters 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or recommendations rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final.

**§ 3.6.2.5** The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, the Work has progressed to the point indicated, and in


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Architect's professional opinion the quality of the Work is in accordance with the Construction Documents and the Contract Documents and evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner.

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

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

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of 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. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, 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. The Architect shall not be required to review submittals that are not requested by the Contract Documents.

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

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings


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or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

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

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

**§ 3.6.5.3** 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 Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. 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, 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.

**§ 3.6.5.4** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

**.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

**.2** issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;

**.3** receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and,

**.4** issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**.5** For any Work that exceeds $50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

**.6** Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

**.7** Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):

**(i)** Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040. The Architect for a capital improvement project shall certify compliance that the project has been


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designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.

**(ii)** Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's Board of Trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.

**(iii)** Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

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

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

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

**§ 3.6.6.5** Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner's Designated representative to review the facility operations and performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

**§ 4.1.1** The services listed below are included in Basic Services. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such Services are not required for this project or approved by Owner.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as Schedule A to this Agreement.)*

| Supplemental Services | Responsibility *(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.1** Programming | Architect |
| **§ 4.1.1.2** Multiple preliminary designs | Architect |
| **§ 4.1.1.3** Measured drawings | Not Provided |
| **§ 4.1.1.4** Existing facilities surveys | Architect |
| **§ 4.1.1.5** Site evaluation and planning | Architect |
| **§ 4.1.1.6** Building Information Model management responsibilities | Architect |


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| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|---|---|
| **§ 4.1.1.7** Development of Building Information Models for post construction use | Architect |
| **§ 4.1.1.8** Coordination of Civil engineering services | Architect |
| **§ 4.1.1.9** Landscape design | Architect |
| **§ 4.1.1.10** Architectural interior design | Architect |
| **§ 4.1.1.11** Value analysis | Architect |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | Not Provided |
| **§ 4.1.1.13** On-site project representation | Architect |
| **§ 4.1.1.14** Conformed documents for construction | Not Provided |
| **§ 4.1.1.15** As-designed record drawings | Architect |
| **§ 4.1.1.16** As-constructed record drawings | Not Provided |
| **§ 4.1.1.17** Post-occupancy evaluation | Not Provided |
| **§ 4.1.1.18** Facility support services | Not Provided |
| **§ 4.1.1.19** Tenant-related services | Not Provided |
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | Architect |
| **§ 4.1.1.21** Telecommunications/data design | Architect |
| **§ 4.1.1.22** Security evaluation and planning | Architect |
| **§ 4.1.1.23** Commissioning | Not Provided |
| *(Row deleted)* | |
| **§ 4.1.1.25** Fast-track design services | Not Provided |
| *(Row deleted)* | |
| **§ 4.1.1.27** Historic preservation | Not Provided |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | Not Provided |
| **§ 4.1.1.29** [Intentionally deleted] | |
| *(Row deleted)* | |
| **§ 4.1.1.30** [Intentionally deleted] | |
| *(Row deleted)* | |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1**

*(Paragraphs deleted)*

Refer to Schedule A

**§ 4.1.2.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 4.1.3** [Intentionally deleted]

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.


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**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

**.1** Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

**.2** Services necessitated by the enactment or revisions or amendments of codes, laws, or regulations, which occur after the issue of applicable building permits, including changing or editing and result in substantial revisions to previously prepared Instruments of Service;

**.3**

*(Paragraphs deleted)*

Consultation concerning replacement of Work resulting from fire or other cause during construction; and

**.4** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

**§ 4.2.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

**.1** Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

**.2** One ( 1 ) visits to the site by the Architect per week during construction unless more visits per week ae deemed necessary by the Owner in accord with § 3.6.2.1.

**.3** Five ( 5 ) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

**.4** Five ( 5 ) inspections for each portion of the Work to determine final completion.

**§ 4.2.4** [Intentionally deleted]

**§ 4.2.5** [Intentionally deleted]

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 5.2** The Owner shall establish and update the Owner's budget for the Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees


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may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee.

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri Title: Superintendent, or designee.

**§ 5.4** Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not 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 the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

**§ 5.5** The Owner may 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.

**§ 5.6** [Intentionally deleted]

**§ 5.7** [Intentionally deleted]

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

**§ 5.10** Unless otherwise provided in this Agreement the Owner may, in its sole discretion furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, and Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.


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**§ 5.12** The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** [Intentionally deleted]

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect or Architect's consultants; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of the Cost of the Work and updated opinions of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

**§ 6.3** The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary opinion of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing opinions of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board


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of Trustees, or designee; and to include design alternates as may be necessary to adjust the opinion of the Cost of the Work to meet the Owner's budget.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

**.1** give written approval of an increase in the budget for the Cost of the Work;
**.2** authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;
**.3** terminate in accordance with Section 9.5;
**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
**.5** implement any other mutually acceptable alternative; or
**.6** direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before the commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**FORM A for Sections 7.2 to 7.5 (____)**

**FORM B FOR SECTIONS 7.2 to 7.4 ( X )**

*(Paragraphs deleted)*

**§ 7.2** Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary


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number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

**§ 7.3** The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as builts" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

**§ 7.4** The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but in any case not more than 8 years after the date of Substantial Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.1.1** All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL) or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**§ 8.1.1.2** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this


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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.

**§ 8.1.2** Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

**§ 8.1.4** In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

**§ 8.1.5** When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. 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.

**§ 8.2.4**

*(Paragraphs deleted)*

The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.


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[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*
**§ 8.2.5** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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.

**§ 8.3** [Intentionally deleted]

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, and Texas law, such failure shall be considered substantial nonperformance and cause for termination. If not cured after ten (10) days written notice to Owner of the delinquency. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 *et seq*. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

**§ 9.2** If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

**§ 9.7**
*(Paragraphs deleted)*
The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, 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 Architect 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; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.


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**§ 9.9** The Owner's rights to use the Architect's Construction Documents in the event of a termination of this Agreement are set forth in Article 7, Section 11.9.

**§ 9.10** This Agreement may be terminated by Owner if Architect 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.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

**§ 10.4** If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement .

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

**§ 10.7** With prior written consent of the Owner, such consent not to be unreasonably withheld, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of


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the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10 NO LIENS.** The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11 APPLICABLE LAW.** 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.

**§ 10.12 CONFLICT OF DOCUMENTS.** To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.13** It is understood and agreed that the relationship of Architect 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 Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 10.15** Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect 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.

**§ 10.16 CHILD SUPPORT.** 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 this 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.

**§ 10.17** By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a


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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 Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

**§ 10.18** Architect 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 Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.20**

**.1** By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect 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 Architect 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 Architect that Architect provide that information to the District.

**.2** The Architect 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 Architect 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 Architect; 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 Architect agrees that the contract can be terminated if the Architect 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 an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.


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**.6** If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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 Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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.

**§ 10.21.1 CRIMINAL HISTORY RECORD CHECKS**

**§ 10.21.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21.3) of Architect, its subcontractors, or any subcontracting entities who will perform Architect's services, Architect 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 Architect's services. Architect'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 Architect's services after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 10.21.2** Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to perform Architect's services. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 10.21.3** For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the persons duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "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 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 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; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.


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**§ 10.21.4** Architects violation of this section shall constitute a substantial failure.

**§ 10.21.5** Architect shall assume all expenses associated with the background checks.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3 and supplemental services under § 4.1, the Owner shall compensate the Architect for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

**.1**
*(Paragraphs deleted)*
[Intentionally deleted]

**.2** Percentage Basis
*(Insert percentage value)*

Eight and one-half ( 8.5 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein;

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

**.3** Other
*(Describe the method of compensation)*

N/A

**§ 11.2**
*(Paragraphs deleted)*
[Intentionally deleted]

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)*

N/A

**§ 11.4.1** The Architect shall invoice for site/civil engineering services rendered by their site/civil engineer of record with zero (0%) percent markup.


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**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | fifteen | percent ( | 15 | %) |
| Design Development Phase | twenty-five | percent ( | 25 | %) |
| Construction Documents Phase | thirty | percent ( | 30 | %) |
| Procurement Phase | five | percent ( | 5 | %) |
| Construction Phase | twenty-five | percent ( | 25 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** [Intentionally deleted]

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to attached Schedule B
*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** [Intentionally deleted];
- **.2** [Intentionally deleted];
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
- **.5** Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after Architect's provision of one artist's rendering or mock-up of each building in the Project;
- **.8** [Intentionally deleted];
- **.9** [Intentionally deleted];
- **.10** [Intentionally deleted];
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- **.12** [Intentionally deleted].

**§ 11.8.2** For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the Architect and the Architect's consultants.

**§ 11.9**
*(Paragraphs deleted)*
**Compensation For Use Of Architect's Instruments Of Service.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extend allowed by this Agreement.


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**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**
**§ 11.10.1.1** [Intentionally deleted]

**§ 11.10.1.2** [Intentionally deleted]

**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than Thirty ( 30 ) days after Owner's receipt of the invoice shall bear interest at the rate entered
*(Paragraphs deleted)*
below specified by Texas Government Code § 2251.025 or its successor.
*(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)*

**§ 11.10.2.2** The Owner may withhold payments after appropriate notice as to the reasons for the withholding, to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

**§ 11.11** Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:

**§12.1 INDEMNITY.** Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF EIGHT YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONTRACTOR, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.


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**§ 12.2** THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

**§ 12.3** 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 12.1, 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.

**§ 12.4** It is understood and agreed that Article 12 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.

**§ 12.5 RECORDS RETENTION.** Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 12.6 COMPLAINTS.** The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 505 E Huntland Dr., Austin, Texas 78752, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at **http://tbae.state.tx.us**.

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended for this Project;

**.2** AIA Document

*(Paragraphs deleted)*

A201 2017 General Conditions of Contract for Construction, as amended for this project.

**.3** Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

**.4** Other documents:

*(List other documents, if any, forming part of the Agreement.)*

Schedule A – Description of Services referenced in Article 4.1.1.
Schedule B – Architect's Hourly Rates referenced in Article 11.7


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

| **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT** | **PARKHILL** |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| Dr. Scott Muri \| Superintendent | David Finley, EdD, AIA, ALEP \| Principal |
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |


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# SCHEDULE A

The following descriptions provide the scope and extent that Basic Services will be provided under 4.1.1.

§ 4.1.1.1 Programming
As part of Basic Services Architect will assist Owner in jointly developing and refining Owner's program.

§ 4.1.1.2 Multiple preliminary designs
As part of Basic Services, Architect to provide no more than three (3) different design options per project.

§ 4.1.1.4 Existing facilities surveys
As part of Basic Services, the Architect will survey the existing facilities as required by the work. Owner to provide .dwg or .rvt, if available, or hard copies of building drawings that Owner has in their possession.

§ 4.1.1.5 Site evaluation and planning
As part of Basic Services, Architect will evaluate and plan the Owner's proposed site with regard to size, access and circulation for vehicular traffic and franchise utilities.

§ 4.1.1.6 As part of Basic Services the Architect will assume Building Information Model management responsibilities

§ 4.1.1.7 As part of Basic Services the Architect will develop the Building Information Models for post construction use and in accordance with section 11.9.

§ 4.1.1.8 Coordination of Civil Engineering Services
As part of Basic Services, Architect will coordinate, advise, and select the Civil Engineering firm of record. The Site/Civil engineering services will be performed by the Civil Engineer of record and will be compensated in accordance with section 11.4.

§ 4.1.1.9 Landscape Design
As part of Basic Services the Architect will provide planting and irrigation design services.

§ 4.1.1.10 Architectural Interior Design
The Architect will include in its Basic Services, the preparation of three (3) color schemes for the Owner's selection. The schemes will identify basic floor, wall and ceiling colors, finishes and textures; it will not be a detailed selection of all materials. After a selection of the schematic scheme by the Owner, Architect will proceed to develop one in-depth color, finish and texture submittal for the Owner's approval. A maximum of two (2) meetings for development of the final scheme is included in this Agreement. Additional meetings, if required, will be Additional Services and compensated in accordance with Section 11.3. After approval of the color scheme, a digital presentation board will be prepared in PDF format for use by the Owner.

§ 4.1.1.11 Value Analysis
Architect to provide services indicated in section 3.2.5.1 as part of Basic Services. Efforts beyond these sections are Additional Services plus reimbursable expenses.

§ 4.1.1.12 Detailed Cost Estimating beyond that requested in Section 6.3
Additional independent, third-party professional services will be an Additional Service, plus reimbursable expenses.

§ 4.1.1.13 On-site Project Representation
As part of Basic Services, Architect to provide services indicated in Sections 3.6.2.1. Site visits beyond those indicated in section 3.6.2.1 and/or full-time on-site project representation shall be an Additional Service plus reimbursable expenses.

§ 4.1.1.15 As-designed record drawings
As part of Basic Services, Architect to provide as-designed record drawings documenting approved changes to the construction drawings.

§ 4.1.1.20 Coordination of Owner's Consultants
As part of Basic Services, Architect shall coordinate with Owner's Consultants as indicated in Section 3.1.2.

§ 4.1.1.21 Telecommunications/data design
As part of Basic Services, Architect to coordinate the Owner's provided requirements into the Work. Should Owner require more experience than that possessed by the Architect, then a Telecommunications/Data consultant will be hired as an Additional Service plus reimbursable expenses.

§ 4.1.1.22 Security Evaluation and Planning
As part of Basic Services, Architect to provide input based on experience and coordinate with Owner's needs and requirements to incorporate into the Work. Should Owner require more experience that that possessed by the Architect, then a security consultant will be hired as an Additional Service plus reimbursable expenses.

SCHEDULE B

# Parkhill

## Hourly Rate Schedule

January 1, 2024 through December 31, 2024

**Client:** Ector County ISD **Project:** Transportation Center

**Agreement Date:** March 21, 2024 **Location:** Odessa, Texas

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **SUPPORT STAFF I** | $75.00 |
| **SUPPORT STAFF II** | $88.00 |
| **SUPPORT STAFF III** | $120.00 |
| **SUPPORT STAFF IV** | $129.00 |
| **SUPPORT STAFF V** | $143.00 |
| **SUPPORT STAFF VI** | $154.00 |
| **PROFESSIONAL LEVEL I** | |
| Architect | $151.00 |
| Civil Engineer | $165.00 |
| Electrical Engineer | $168.00 |
| Interior Designer | $144.00 |
| Landscape Architect | $144.00 |
| Mechanical Engineer | $158.00 |
| Structural Engineer | $158.00 |
| Survey Tech | $134.00 |
| Other Professional | $141.00 |
| **PROFESSIONAL LEVEL II** | |
| Architect | $163.00 |
| Civil Engineer | $184.00 |
| Electrical Engineer | $190.00 |
| Interior Designer | $151.00 |
| Landscape Architect | $151.00 |
| Mechanical Engineer | $181.00 |
| Structural Engineer | $179.00 |
| Survey Tech | $146.00 |
| Other Professional | $148.00 |

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL III** | |
| Architect | $186.00 |
| Civil Engineer | $227.00 |
| Electrical Engineer | $222.00 |
| Interior Designer | $166.00 |
| Landscape Architect | $179.00 |
| Mechanical Engineer | $211.00 |
| Structural Engineer | $219.00 |
| Survey Tech | $170.00 |
| Other Professional | $163.00 |
| **PROFESSIONAL LEVEL IV** | |
| Architect | $226.00 |
| Civil Engineer | $265.00 |
| Electrical Engineer | $260.00 |
| Interior Designer | $181.00 |
| Landscape Architect | $194.00 |
| Mechanical Engineer | $248.00 |
| Structural Engineer | $253.00 |
| Survey Tech | $207.00 |
| Other Professional | $193.00 |
| **PROFESSIONAL LEVEL V** | |
| Architect | $275.00 |
| Civil Engineer | $319.00 |
| Electrical Engineer | $317.00 |
| Interior Designer | $218.00 |
| Landscape Architect | $236.00 |
| Mechanical Engineer | $302.00 |
| Structural Engineer | $305.00 |
| Professional Land Surveyor | $240.00 |
| Other Professional | $215.00 |

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL VI** | |
| Architect | $305.00 |
| Civil Engineer | $344.00 |
| Electrical Engineer | $358.00 |
| Interior Designer | $264.00 |
| Landscape Architect | $285.00 |
| Mechanical Engineer | $343.00 |
| Structural Engineer | $329.00 |
| Professional Land Surveyor | $266.00 |
| Other Professional | $259.00 |
| **PROFESSIONAL LEVEL VII** | |
| Architect | $392.00 |
| Civil Engineer | $410.00 |
| Electrical Engineer | $410.00 |
| Interior Designer | $295.00 |
| Landscape Architect | $392.00 |
| Mechanical Engineer | $392.00 |
| Structural Engineer | $410.00 |
| Professional Land Surveyor | $319.00 |
| Other Professional | $392.00 |

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Twenty-first day of March in the year Two Thousand Twenty Four
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79762
Phone: (432) 456-0000

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

Parkhill
1700 W. Wall, Suite 100
Midland, Texas 79701
Phone: (432) 697-1447
Fax: (432) 697-9758

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

New Transportation Center
5308 Andrews Highway
Odessa, Texas 79762

The Owner and Architect agree as follows.

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Parkhill (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™-2017 Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

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

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


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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:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Architect will work with the Owner to develop the project program in accordance with established standards and scope.

The District wishes to renovate the office buildings and several large warehouses that are built from sheet metal. This project will also involve the construction of a new transportation maintenance facility and driver training facility.

**§ 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.)*

The project includes new transportation center with maintenance, classroom and ancillary spaced are required. The scope will also include comprehensive site development including parking and remodeling of existing structures.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

$26,250,000.00



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

**.1** Design phase milestone dates, if any:

March 2024

**.2** Construction commencement date:

April 2025, tentative

**.3** Substantial Completion date or dates:

April 2026, tentative

**.4** Other milestone dates:

TBD

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Sealed Proposals

**§ 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.)*

None

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representatives in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Dr. Scott Muri, Superintendent or his designee
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79762
Phone: (432) 456-0000

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

None

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

**.1** Geotechnical Engineer: To be identified by Owner at a later date.


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**.2**

*(Paragraphs deleted)*

Other, if any:

*(List any consultants and contractors retained by the Owner.)*

N/A

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Scott Reed, AIA, Architect, Senior Associate
1700 W. Wall St.
Midland, Texas 79701
Phone: (432) 697-1447

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

**.2** Mechanical Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

**.3** Electrical Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

**.4** Kitchen Consultant Food Design Professionals (FDP):

N/A

**.5** A/V & Acoustical Consultant:

N/A

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

**§ 1.1.11.2** Consultants retained under Supplemental Services:

Surveyor: TBD


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**§ 1.1.12** Other Initial Information on which the Agreement is based:

Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

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

**§ 1.3** The parties may agree in writing 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.

*(Paragraph deleted)*

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practice and Remedies Code Section 130.002, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the


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Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. 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. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

*(Paragraphs deleted)*

**§ 2.5.1 Workers' Compensation**

**.1** State: Statutory Benefits

**.2** Employer's Liability: $1,000,000 per accident
$1,000,000 disease, policy limit
$1,000,000 disease, each employee

**§ 2.5.2** Commercial General Liability with policy limits of not less than the following amounts

**.1** Each occurrence: $ 1,000,000.00 each occurrence
$ 2,000,000.00 aggregate

**.2** Medical Expense (per person) $ 10,000 each occurrence

**.3** Products & Completed Operations: $ 2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor 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)

**.4** Personal & Advertising Injury $ 1,000,000 aggregate

**.5** Must include explosion, collapse, and underground (X, C, and U) coverage

**.6** Must include Completed Operations coverage

**.7** Must Include Contractual Liability Coverage

**.8** Must Include General Aggregate Per Project Endorsement.

**§ 2.5.3** Contractual Liability:

**.1** Property Damage shall be included in Commercial General Liability Coverage.

**.2** Insurance sufficient to cover Architect's contractual indemnities.

**§ 2.5.4** Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):


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**.1** Combined single limit policy in the amount of at least $1,000,000 for Bodily Injury and Property – Each Accident.

**§ 2.5.5** Professional Liability (E&O) Coverage in at least in the following amounts:

$ 5,000,000.00 per claim

$ 7,000,000.00 per annual aggregate

Deductibles or self-insured retention amounts shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million.

**.1** Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than Two Million Dollars in the aggregate ($ 2,000,000.00).

**§ 2.5.6** Umbrella Excess Liability coverages shall be:

**.1** $ 1,000,000.00 each occurrence

**.2** $ 2,000,000.00 aggregate

**.3** $ 2,000,000.00 aggregate Per Project Endorsement

**§ 2.5.7** Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

**.1** Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

**.2** Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

**.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.

**.4** The Architect 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 Architect providing services on the Project for the duration of the Project.

**.5** The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

**.6** If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.


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**.7** The Architect shall obtain from each person providing services on a 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 Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

**.8** The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

**.9** The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

**.10** The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

**.11** The Architect shall contractually require each person with whom it contracts to provide services on a project, to:

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

**.2** Provide to the Architect, 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 Architect, 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 whom it contracts, and provide to the Architect:

**.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 personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and


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**.7** Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

**.12** By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

**.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 for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Section 4.1 and include usual and customary architectural services, structural, mechanical, plumbing, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction data base management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all on-site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas when appropriate, portable buildings and accompanying infrastructure if applicable. The District will not waive any services recommended by the Architect that are required by law.

Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in Article 3 and Section 4.1 are Additional Services.

**§ 3.1.1** The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.


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**.1** Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.

**.2** The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or the Board's designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees or the Board's designee in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall reasonably cooperate with the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

**.1** Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify


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quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the issue date of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 4.2.1.2, if applicable to the Project and required for Final Completion.

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

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such


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negotiated amendments which may cause an adjustment in the Architect's compensation and must be mutually agreed upon by the Owner and Architect in writing before proceeding.

**§ 3.1.7 The scope of work for this Project**:
Construction of **a** new transportation center, including bus and vehicle maintenance, district vehicle parking, training center and miscellaneous renovations to existing pre-engineered buildings.

**§ 3.2 Schematic Design Phase Services**
**§ 3.2.1** The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project, and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project.

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

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

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

**§ 3.2.5.1** The Architect shall consider and discuss with the Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work.

**§ 3.2.5.2** The Architect shall consider, and, if applicable, consult with the Construction Manager at Risk regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a


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preliminary opinion of the Cost of the Work prepared in accordance with Section 6.3. This opinion may be based on current area, volume or similar conceptual estimating techniques.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.3 Design Development Phase Services**

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

**§ 3.3.2** The Architect shall update the opinion of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board, or Board's designee's approval.

**§ 3.3.4** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for


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construction of 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 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. 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 comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

> *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, and their respective 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.*

**§ 3.4.1.1 Errors and Omissions.**

**§ 3.4.1.1.1** Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

**§ 3.4.1.1.2** Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

**§ 3.4.1.1.3** Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

**§ 3.4.1.1.4** Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, including, without limitation, school facility standards found in 19 Texas Administrative Code, Subchapter CC, Section 61.1031 and Section 61.1040, and Texas Health and Safety Code Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1031 and Section 61.1040, and performed its services in accordance with the Standard of Care in executing the construction documents. Architect shall also certify that the construction documents conform to the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, except as indicated on the certification. Architect's signature and seal on the construction documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 Texas Administrative Code Section 61.1040.

Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1032 and Section 61.1040. Architect shall


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complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be addressed by the Architect, and shall be compensated as Additional Service per Section 4.2.1.2.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's attorney in the development and preparation of (1) bidding competitive purchasing, and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms bidding competitive purchasing, and; (2) the form of agreement between the Owner and Contractor, or Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health (Texas Government Code Chapter 425). All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 3.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

**§ 3.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed $100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of $100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 3.4.4** The Architect shall update the opinion for the Cost of the Work. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written


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recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4.7** Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of $50,000 or more, and shall notify Owner of same. Architect shall endeavor to not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

**§ 3.5.2 Competitive Bidding or Purchasing**

**§ 3.5.2.1** If applicable, Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

**§ 3.5.2.2** If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

- **.1** procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting, and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** In consultation with the Owner, the Architect shall consider requests for substitutions if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design


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and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

**§ 3.5.3 Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

**§ 3.5.3.2** If requested by Owner, Architect shall assist the Owner in obtaining proposals by:

**.1** providing a digital copy of the Proposal Documents for distribution to prospective proposers/contractors and plan rooms and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;

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

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

**.4** evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project, and as specified in Section 3.1.6 herein. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If any conflict arises between this AIA Document B101-2017 and AIA Document A201-2017, this agreement shall control to the extent affecting Architect's services. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

**§ 3.6.1.2** The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.


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**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to observe the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative 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 his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work, when Architect knew or should have known of the defect or nonconforming work, shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall 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 to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

**§ 3.6.2.3** The Architect shall interpret and make recommendations to Owner regarding matters 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or recommendations rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final.

**§ 3.6.2.5** The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.


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**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, the Work has progressed to the point indicated, and in Architect's professional opinion the quality of the Work is in accordance with the Construction Documents and the Contract Documents and evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner.

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

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

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of 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. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, 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. The Architect shall not be required to review submittals that are not requested by the Contract Documents.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information


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given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

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

**§ 3.6.4.5** The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

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

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

**§ 3.6.5.3** 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 Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. 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, 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.

**§ 3.6.5.4** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

**.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

**.2** issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;

**.3** receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and,

**.4** issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**.5** For any Work that exceeds $50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.


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**.6** Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

**.7** Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):

**(i)** Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040. The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.

**(ii)** Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's Board of Trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.

**(iii)** Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

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

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

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

**§ 3.6.6.5** Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner's Designated representative to review the facility operations and performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

**§ 4.1.1** The services listed below are included in Basic Services. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such Services are not required for this project or approved by Owner.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services in Schedule A to this Agreement.)*

| Supplemental Services | Responsibility<br>*(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.1** Programming | Architect |


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| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|---|---|
| **§ 4.1.1.2** Multiple preliminary designs | Architect |
| **§ 4.1.1.3** Measured drawings | Not Provided |
| **§ 4.1.1.4** Existing facilities surveys | Architect |
| **§ 4.1.1.5** Site evaluation and planning | Architect |
| **§ 4.1.1.6** Building Information Model management responsibilities | Architect |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | Architect |
| **§ 4.1.1.8** Coordination of Civil engineering services | Architect |
| **§ 4.1.1.9** Landscape design | Architect |
| **§ 4.1.1.10** Architectural interior design | Architect |
| **§ 4.1.1.11** Value analysis | Architect |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | Not Provided |
| **§ 4.1.1.13** On-site project representation | Architect |
| **§ 4.1.1.14** Conformed documents for construction | Not Provided |
| **§ 4.1.1.15** As-designed record drawings | Architect |
| **§ 4.1.1.16** As-constructed record drawings | Not Provided |
| **§ 4.1.1.17** Post-occupancy evaluation | Not Provided |
| **§ 4.1.1.18** Facility support services | Not Provided |
| **§ 4.1.1.19** Tenant-related services | Not Provided |
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | Architect |
| **§ 4.1.1.21** Telecommunications/data design | Architect |
| **§ 4.1.1.22** Security evaluation and planning | Architect |
| **§ 4.1.1.23** Commissioning | Not Provided |
| *(Row deleted)* | |
| **§ 4.1.1.25** Fast-track design services | Not Provided |
| *(Row deleted)* | |
| **§ 4.1.1.27** Historic preservation | Not Provided |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | Not Provided |
| **§ 4.1.1.29** [Intentionally deleted] | |
| *(Row deleted)* | |
| **§ 4.1.1.30** [Intentionally deleted] | |
| *(Row deleted)* | |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1**

*(Paragraphs deleted)*

Refer to Schedule A

**§ 4.1.2.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 4.1.3** [Intentionally deleted]


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**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

**.1** Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

**.2** Services necessitated by the enactment or revisions or amendments of codes, laws, or regulations, which occur after the issue of applicable building permits, including changing or editing and result in substantial revisions to previously prepared Instruments of Service;

**.3**

*(Paragraphs deleted)*

Consultation concerning replacement of Work resulting from fire or other cause during construction; and

**.4** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

**§ 4.2.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

**.1** Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

**.2** One ( 1 ) visits to the site by the Architect per week during construction unless more visits per week are deemed necessary by the Owner in accordance with § 3.6.2.1.

**.3** Five ( 5 ) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

**.4** Five ( 5 ) inspections for each portion of the Work to determine final completion.

**§ 4.2.4** [Intentionally deleted]

**§ 4.2.5** [Intentionally deleted]

**ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 5.2** The Owner shall establish and update the Owner's budget for the Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.


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**§ 5.3** The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee.

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri Title: Superintendent, or designee.

**§ 5.4** Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not 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 the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

**§ 5.5** The Owner may 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.

**§ 5.6** [Intentionally deleted]

**§ 5.7** [Intentionally deleted]

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

**§ 5.10** Unless otherwise provided in this Agreement the Owner may, in its sole discretion furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, and


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Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

**§ 5.12** The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** [Intentionally deleted]

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect or Architect's consultants; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of the Cost of the Work and updated opinions of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

**§ 6.3** The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary opinion of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care,


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satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing opinions of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees, or designee; and to include design alternates as may be necessary to adjust the opinion of the Cost of the Work to meet the Owner's budget.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

**.1** give written approval of an increase in the budget for the Cost of the Work;
**.2** authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;
**.3** terminate in accordance with Section 9.5;
**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
**.5** implement any other mutually acceptable alternative; or
**.6** direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before the commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**FORM A for Sections 7.2 to 7.5 (____)**


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*(Paragraphs deleted)*

**§ 7.2** Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

**§ 7.3** The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as builts" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

**§ 7.4** The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but in any case not more than 8 years after the date of Substantial Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.1.1** All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL) or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process,


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then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**§ 8.1.1.2** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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.

**§ 8.1.2** Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

**§ 8.1.4** In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

**§ 8.1.5** When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. 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.

**§ 8.2.4**

*(Paragraphs deleted)*

The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.


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If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*
**§ 8.2.5** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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.

**§ 8.3** [Intentionally deleted]

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, and Texas law, such failure shall be considered substantial nonperformance and cause for termination. If not cured after ten (10) days written notice to Owner of the delinquency. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 *et seq*. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

**§ 9.2** If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

**§ 9.7**
*(Paragraphs deleted)*
The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, 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 Architect 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; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement.


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Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

**§ 9.9** The Owner's rights to use the Architect's Construction Documents in the event of a termination of this Agreement are set forth in Article 7, Section 11.9.

**§ 9.10** This Agreement may be terminated by Owner if Architect 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.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

**§ 10.4** If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement .

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

**§ 10.7** With prior written consent of the Owner, such consent not to be unreasonably withheld, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense


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in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, 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 Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10 NO LIENS.** The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11 APPLICABLE LAW.** 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.

**§ 10.12 CONFLICT OF DOCUMENTS.** To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.13** It is understood and agreed that the relationship of Architect 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 Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 10.15** Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect 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.

**§ 10.16 CHILD SUPPORT.** 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 this contract, bid,


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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.

**§ 10.17** By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect 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 Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

**§ 10.18** Architect 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 Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.20**

**.1** By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect 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 Architect 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 Architect that Architect provide that information to the District.

**.2** The Architect 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 Architect 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 Architect; 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 Architect agrees that the contract can be terminated if the Architect 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.


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**.5** If an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect 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 Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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 Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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.

**§ 10.21.1 CRIMINAL HISTORY RECORD CHECKS**

**§ 10.21.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21.3) of Architect, its subcontractors, or any subcontracting entities who will perform Architect's services, Architect 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 Architect's services. Architect'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 Architect's services after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 10.21.2** Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to perform Architect's services. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 10.21.3** For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the persons duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "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 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 public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a


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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; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

**§ 10.21.4** Architects violation of this section shall constitute a substantial failure.

**§ 10.21.5** Architect shall assume all expenses associated with the background checks.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3 and Supplemental Services under § 4.1, the Owner shall compensate the Architect for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

**.1**

*(Paragraphs deleted)*

[Intentionally deleted]

**.2** Percentage Basis

*(Insert percentage value)*

Six (6.0 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein;

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

**.3** Other

*(Describe the method of compensation)*

N/A

**§ 11.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)*


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N/A

**§ 11.4.1** The Architect shall invoice for site/civil engineering services rendered by their site/civil engineer of record with zero (0%) percent markup.

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | | |
|---|---|---|---|---|---|
| Schematic Design Phase | fifteen | percent | ( | 15 | %) |
| Design Development Phase | twenty-five | percent | ( | 25 | %) |
| Construction Documents Phase | thirty | percent | ( | 30 | %) |
| Procurement Phase | five | percent | ( | 5 | %) |
| Construction Phase | twenty-five | percent | ( | 25 | %) |
| Total Basic Compensation | one hundred | percent | ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** [Intentionally deleted]

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to attached Schedule B
*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** [Intentionally deleted];
- **.2** [Intentionally deleted];
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
- **.5** Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after Architect's provision of one artist's rendering or mock-up of each building in the Project;
- **.8** [Intentionally deleted];
- **.9** [Intentionally deleted];
- **.10** [Intentionally deleted];
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- **.12** [Intentionally deleted].

**§ 11.8.2** For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the Architect and the Architect's consultants.

**§ 11.9**


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*(Paragraphs deleted)*
**Compensation For Use Of Architect's Instruments Of Service.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extend allowed by this Agreement.

**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**
**§ 11.10.1.1** [Intentionally deleted]

**§ 11.10.1.2** [Intentionally deleted]

**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than Thirty ( 30 ) days after Owner's receipt of the invoice shall bear interest at the rate entered
*(Paragraphs deleted)*
below specified by Texas Government Code § 2251.025 or its successor.
*(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)*

**§ 11.10.2.2** The Owner may withhold payments after appropriate notice as to the reasons for the withholding, to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

**§ 11.11** Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:

**§12.1 INDEMNITY.** Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF EIGHT YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONTRACTOR, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this


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indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

**§ 12.2** THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

**§ 12.3** 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 12.1, 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.

**§ 12.4** It is understood and agreed that Article 12 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.

**§ 12.5 RECORDS RETENTION.** Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 12.6 COMPLAINTS.** The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 505 E Huntland Dr., Austin, Texas 78752, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at **http://tbae.state.tx.us**.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended for this Project;

**.2** AIA Document

*(Paragraphs deleted)*

A201 2017 General Conditions of Contract for Construction, as amended for this project.

**.3** Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*


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**.4** Other documents:
*(List other documents, if any, forming part of the Agreement.)*

Schedule A – Description of Services referenced in Article 4.1.1.
Schedule B – Architect's Hourly Rates referenced in Article 11.7

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

| **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT** | **PARKHILL** |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| Dr. Scott Muri \| Superintendent | David Finley, EdD, AIA, ALEP \| Principal |
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |


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# SCHEDULE A

The following descriptions provide the scope and extent that Basic Services will be provided under 4.1.1.

§ 4.1.1.1 Programming
As part of Basic Services Architect will assist Owner in jointly developing and refining Owner's program.

§ 4.1.1.2 Multiple preliminary designs
As part of Basic Services, Architect to provide no more than three (3) different design options per project.

§ 4.1.1.4 Existing facilities surveys
As part of Basic Services, the Architect will survey the existing facilities as required by the work. Owner to provide .dwg or .rvt, if available, or hard copies of building drawings that Owner has in their possession.

§ 4.1.1.5 Site evaluation and planning
As part of Basic Services, Architect will evaluate and plan the Owner's proposed site with regard to size, access and circulation for vehicular traffic and franchise utilities.

§ 4.1.1.6 As part of Basic Services the Architect will assume Building Information Model management responsibilities

§ 4.1.1.7 As part of Basic Services the Architect will develop the Building Information Models for post construction use and in accordance with section 11.9.

§ 4.1.1.8 Coordination of Civil Engineering Services
As part of Basic Services, Architect will coordinate, advise, and select the Civil Engineering firm of record. The Site/Civil engineering services will be performed by the Civil Engineer of record and will be compensated in accordance with section 11.4.

§ 4.1.1.9 Landscape Design
As part of Basic Services the Architect will provide planting and irrigation design services.

§ 4.1.1.10 Architectural Interior Design
The Architect will include in its Basic Services, the preparation of three (3) color schemes for the Owner's selection. The schemes will identify basic floor, wall and ceiling colors, finishes and textures; it will not be a detailed selection of all materials. After a selection of the schematic scheme by the Owner, Architect will proceed to develop one in-depth color, finish and texture submittal for the Owner's approval. A maximum of two (2) meetings for development of the final scheme is included in this Agreement. Additional meetings, if required, will be Additional Services and compensated in accordance with Section 11.3. After approval of the color scheme, a digital presentation board will be prepared in PDF format for use by the Owner.

§ 4.1.1.11 Value Analysis
Architect to provide services indicated in section 3.2.5.1 as part of Basic Services. Efforts beyond these sections are Additional Services plus reimbursable expenses.

§ 4.1.1.12 Detailed Cost Estimating beyond that requested in Section 6.3
Additional independent, third-party professional services will be an Additional Service, plus reimbursable expenses.

§ 4.1.1.13 On-site Project Representation
As part of Basic Services, Architect to provide services indicated in Sections 3.6.2.1. Site visits beyond those indicated in section 3.6.2.1 and/or full-time on-site project representation shall be an Additional Service plus reimbursable expenses.

§ 4.1.1.15 As-designed record drawings
As part of Basic Services, Architect to provide as-designed record drawings documenting approved changes to the construction drawings.

§ 4.1.1.20 Coordination of Owner's Consultants
As part of Basic Services, Architect shall coordinate with Owner's Consultants as indicated in Section 3.1.2.

§ 4.1.1.21 Telecommunications/data design
As part of Basic Services, Architect to coordinate the Owner's provided requirements into the Work. Should Owner require more experience than that possessed by the Architect, then a Telecommunications/Data consultant will be hired as an Additional Service plus reimbursable expenses.

§ 4.1.1.22 Security Evaluation and Planning
As part of Basic Services, Architect to provide input based on experience and coordinate with Owner's needs and requirements to incorporate into the Work. Should Owner require more experience that that possessed by the Architect, then a security consultant will be hired as an Additional Service plus reimbursable expenses.

SCHEDULE B

# Parkhill

## Hourly Rate Schedule

January 1, 2024 through December 31, 2024

**Client:** Ector County ISD **Project:** Transportation Center

**Agreement Date:** March 21, 2024 **Location:** Odessa, Texas

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **SUPPORT STAFF I** | $75.00 |
| **SUPPORT STAFF II** | $88.00 |
| **SUPPORT STAFF III** | $120.00 |
| **SUPPORT STAFF IV** | $129.00 |
| **SUPPORT STAFF V** | $143.00 |
| **SUPPORT STAFF VI** | $154.00 |
| **PROFESSIONAL LEVEL I** | |
| Architect | $151.00 |
| Civil Engineer | $165.00 |
| Electrical Engineer | $168.00 |
| Interior Designer | $144.00 |
| Landscape Architect | $144.00 |
| Mechanical Engineer | $158.00 |
| Structural Engineer | $158.00 |
| Survey Tech | $134.00 |
| Other Professional | $141.00 |
| **PROFESSIONAL LEVEL II** | |
| Architect | $163.00 |
| Civil Engineer | $184.00 |
| Electrical Engineer | $190.00 |
| Interior Designer | $151.00 |
| Landscape Architect | $151.00 |
| Mechanical Engineer | $181.00 |
| Structural Engineer | $179.00 |
| Survey Tech | $146.00 |
| Other Professional | $148.00 |

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL III** | |
| Architect | $186.00 |
| Civil Engineer | $227.00 |
| Electrical Engineer | $222.00 |
| Interior Designer | $166.00 |
| Landscape Architect | $179.00 |
| Mechanical Engineer | $211.00 |
| Structural Engineer | $219.00 |
| Survey Tech | $170.00 |
| Other Professional | $163.00 |
| **PROFESSIONAL LEVEL IV** | |
| Architect | $226.00 |
| Civil Engineer | $265.00 |
| Electrical Engineer | $260.00 |
| Interior Designer | $181.00 |
| Landscape Architect | $194.00 |
| Mechanical Engineer | $248.00 |
| Structural Engineer | $253.00 |
| Survey Tech | $207.00 |
| Other Professional | $193.00 |
| **PROFESSIONAL LEVEL V** | |
| Architect | $275.00 |
| Civil Engineer | $319.00 |
| Electrical Engineer | $317.00 |
| Interior Designer | $218.00 |
| Landscape Architect | $236.00 |
| Mechanical Engineer | $302.00 |
| Structural Engineer | $305.00 |
| Professional Land Surveyor | $240.00 |
| Other Professional | $215.00 |

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL VI** | |
| Architect | $305.00 |
| Civil Engineer | $344.00 |
| Electrical Engineer | $358.00 |
| Interior Designer | $264.00 |
| Landscape Architect | $285.00 |
| Mechanical Engineer | $343.00 |
| Structural Engineer | $329.00 |
| Professional Land Surveyor | $266.00 |
| Other Professional | $259.00 |
| **PROFESSIONAL LEVEL VII** | |
| Architect | $392.00 |
| Civil Engineer | $410.00 |
| Electrical Engineer | $410.00 |
| Interior Designer | $295.00 |
| Landscape Architect | $392.00 |
| Mechanical Engineer | $392.00 |
| Structural Engineer | $410.00 |
| Professional Land Surveyor | $319.00 |
| Other Professional | $392.00 |

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Twenty-first day of March in the year Two Thousand Twenty Four
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761
Phone: (432) 456-0000

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

Parkhill
1700 W. Wall, Suite 100
Midland, Texas 79701
Phone: (432) 697-1447
Fax: (432) 697-9758

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

District JROTC Renovations at:

Permian High School
1800 E 42nd Street
Odessa, TX 79762

Odessa High School
1301 Dotsy Ave.
Odessa, Texas 79763

The Owner and Architect agree as follows.

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Parkhill (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™-2017 Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

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

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


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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:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Architect will work with the Owner to develop the project program in accordance with established standards and scope.

**§ 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.)*

PHS: a firing range addition/renovation, ancillary classroom and office renovations and additions, and required facility upgrades to comply with a JROTC program.

OHS: the project also includes minor renovation work to the Odessa High School JROTC spaces including required facility upgrades comply with JROTC program.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

$1,125,000.00



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

**.1** Design phase milestone dates, if any:

March 2024

**.2** Construction commencement date:

June 2025, tentative

**.3** Substantial Completion date or dates:

December 2025, tentative

**.4** Other milestone dates:

TBD

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Sealed Proposals

**§ 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.)*

None

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Dr. Scott Muri, Superintendent or his designee
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79762
Phone: (432) 456-0000

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

None

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

**.1** Geotechnical Engineer: To be identified by Owner at a later date.


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**.2**

*(Paragraphs deleted)*

Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

N/A

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Scott Reed, AIA, Architect, Senior Associate
1700 W. Wall St.
Midland, Texas 79701
Phone: (432) 697-1447

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

**.2** Mechanical Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

**.3** Electrical Engineer:

Parkhill
1700 W. Wall St.
Midland, Texas 79701

**.4** Kitchen Consultant Food Design Professionals (FDP):

N/A

**.5** A/V & Acoustical Consultant:

N/A

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

**§ 1.1.11.2** Consultants retained under Supplemental Services:

Surveyor: TBD

**§ 1.1.12** Other Initial Information on which the Agreement is based:


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Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

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

**§ 1.3** The parties may agree in writing 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.

*(Paragraph deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practice and Remedies Code Section 130.002, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years,


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as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. 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. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

*(Paragraphs deleted)*

**§ 2.5.1 Workers' Compensation**

**.1** State: Statutory Benefits

**.2** Employer's Liability: $1,000,000 per accident
$1,000,000 disease, policy limit
$1,000,000 disease, each employee

**§ 2.5.2** Commercial General Liability with policy limits of not less than the following amounts

**.1** Each occurrence: $ 1,000,000.00 each occurrence
$ 2,000,000.00 aggregate

**.2** Medical Expense (per person) $ 10,000 each occurrence

**.3** Products & Completed Operations: $ 2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor 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)

**.4** Personal & Advertising Injury $ 1,000,000 aggregate

**.5** Must include explosion, collapse, and underground (X, C, and U) coverage

**.6** Must include Completed Operations coverage

**.7** Must Include Contractual Liability Coverage

**.8** Must Include General Aggregate Per Project Endorsement.

**§ 2.5.3** Contractual Liability:

**.1** Property Damage shall be included in Commercial General Liability Coverage.

**.2** Insurance sufficient to cover Architect's contractual indemnities.

**§ 2.5.4** Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):

**.1** Combined single limit policy in the amount of at least $1,000,000 for Bodily Injury and Property – Each Accident.


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**§ 2.5.5** Professional Liability (E&O) Coverage in at least in the following amounts:

$ 5,000,000.00 per claim

$ 7,000,000.00 per annual aggregate

Deductibles or self-insured retention amounts shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million.

**.1** Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than Two Million Dollars in the aggregate ($ 2,000,000.00).

**§ 2.5.6** Umbrella Excess Liability coverages shall be:

**.1** $ 1,000,000.00 each occurrence

**.2** $ 2,000,000.00 aggregate

**.3** $ 2,000,000.00 aggregate Per Project Endorsement

**§ 2.5.7** Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

**.1** Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

**.2** Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

**.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.

**.4** The Architect 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 Architect providing services on the Project for the duration of the Project.

**.5** The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

**.6** If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

**.7** The Architect shall obtain from each person providing services on a project, and provide to the Owner:


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.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 Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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

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

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

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

.2 Provide to the Architect, 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 Architect, 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 whom it contracts, and provide to the Architect:

.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 personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

.7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.


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**.12** By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

**.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 for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Section 4.1 and include usual and customary architectural services, structural, mechanical, plumbing and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction data base management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all on-site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas shen appropriate, portable buildings and accompanying infrastructure if applicable. The District will not waive any services recommended by the Architect that are required by law.

Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in Article 3 and Section 4.1 are Additional Services.

**§ 3.1.1** The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

**.1** Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.


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**.2** The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or the Board's designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees or the Board's designee in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall reasonably cooperate with the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

**.1** Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party


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inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to inform all parties of revisions or amendments to applicable codes or standards which become effective prior to the date of issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be noted (including any project additionally required documentation and related project revisions) by the Architect, and shall be compensated as an Additional Service pursuant to Section 4.2.1.2, if applicable to the Project and required for Final Completion.

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

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments which may cause an adjustment in the Architect's compensation and must be mutually agreed upon by the Owner and Architect in writing before proceeding.


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**§ 3.1.7 The scope of work for this Project**:
Renovations to the JROTC spaces at Permian High School and Odessa High School. Projects focuse on bringing existing space up to required JROTC standards and codes.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project, and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project.

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

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

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

**§ 3.2.5.1** The Architect shall consider and discuss with Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work.

**§ 3.2.5.2** The Architect shall consider, and, if applicable, consult with the Construction Manager at Risk regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work prepared in accordance with Section 6.3. This opinion may be based on current area, volume or similar conceptual estimating techniques.


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**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.3 Design Development Phase Services**

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

**§ 3.3.2** The Architect shall update the opinion of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board, or Board's designee's approval.

**§ 3.3.4** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of 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


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Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. 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 comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

> *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, and their respective 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.*

**§ 3.4.1.1 Errors and Omissions.**

**§ 3.4.1.1.1** Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

**§ 3.4.1.1.2** Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

**§ 3.4.1.1.3** Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

**§ 3.4.1.1.4** Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, including, without limitation, school facility standards found in 19 Texas Administrative Code, Subchapter CC, Section 61.1031 and Section 61.1040, and Texas Health and Safety Code Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1031 and Section 61.1040, and performed its services in accordance with the Standard of Care in executing the construction documents. Architect shall also certify that the construction documents conform to the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, except as indicated on the certification. Architect's signature and seal on the construction documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 Texas Administrative Code Section 61.1040.

Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1031 and Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1032 and Section 61.1040. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each


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part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to make note of and communicate scope of revisions or amendments to applicable codes or standards that become effective prior to issue of applicable building permits. Revisions or amendments to applicable codes or standards which become effective after the issue of applicable building permits shall be addressed by the Architect, and shall be compensated as Additional Service per Section 4.2.1.2.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's attorney in the development and preparation of (1) bidding competitive purchasing, and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms bidding competitive purchasing, and; (2) the form of agreement between the Owner and Contractor, or Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health (Texas Government Code Chapter 425). All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 3.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

**§ 3.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed $100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of $100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 3.4.4** The Architect shall update the opinion for the Cost of the Work. If the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make.


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**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4.7** Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of $50,000 or more, and shall notify Owner of same. Architect shall endeavor to not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

### § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

### § 3.5.2 Competitive Bidding or Purchasing

**§ 3.5.2.1** If applicable, Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

**§ 3.5.2.2** If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

- **.1** procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting, and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** In consultation with the Owner, the Architect shall consider requests for substitutions if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.


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**§ 3.5.3 Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

**§ 3.5.3.2** If requested by Owner, Architect shall assist the Owner in obtaining proposals by:

**.1** providing a digital copy of the Proposal Documents for distribution to prospective proposers/contractors and plan rooms and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;

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

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

**.4** evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project, and as specified in Section 3.1.6 herein. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If any conflict arises between this AIA Document B101-2017 and AIA Document A201-2017, this agreement shall control to the extent affecting Architect's services. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

**§ 3.6.1.2** The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect , or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to


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protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to observe the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative 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 his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work, when Architect knew or should have known of the defect or nonconforming work, shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall 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 to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

**§ 3.6.2.3** The Architect shall interpret and make recommendations to Owner regarding matters 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or recommendations rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final.

**§ 3.6.2.5** The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and


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deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, the Work has progressed to the point indicated, and in Architect's professional opinion the quality of the Work is in accordance with the Construction Documents and the Contract Documents and evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner.

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

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

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of 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. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, 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. The Architect shall not be required to review submittals that are not requested by the Contract Documents.

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


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

**§ 3.6.4.5** The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

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

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

**§ 3.6.5.3** 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 Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. 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, 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.

**§ 3.6.5.4** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

**.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

**.2** issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;

**.3** receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and,

**.4** issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**.5** For any Work that exceeds $50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

**.6** Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).


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**.7** Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):

**(i)** Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040. The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.

**(ii)** Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's Board of Trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.

**(iii)** Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

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

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

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

**§ 3.6.6.5** Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner's Designated representative to review the facility operations and performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

**§ 4.1.1** The services listed below are included in Basic Services. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such Services are not required for this project or approved by Owner.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services in Schedule A, to this Agreement.)*

| **Supplemental Services** | **Responsibility** *(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.1** Programming | Architect |
| **§ 4.1.1.2** Multiple preliminary designs | Architect |
| **§ 4.1.1.3** Measured drawings | Not Provided |
| **§ 4.1.1.4** Existing facilities surveys | Architect |


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| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|---|---|
| **§ 4.1.1.5** Site evaluation and planning | Architect |
| **§ 4.1.1.6** Building Information Model management responsibilities | Architect |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | Architect |
| **§ 4.1.1.8** Coordination of Civil engineering services | Architect |
| **§ 4.1.1.9** Landscape design | Architect |
| **§ 4.1.1.10** Architectural interior design | Architect |
| **§ 4.1.1.11** Value analysis | Architect |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | Not Provided |
| **§ 4.1.1.13** On-site project representation | Architect |
| **§ 4.1.1.14** Conformed documents for construction | Not Provided |
| **§ 4.1.1.15** As-designed record drawings | Architect |
| **§ 4.1.1.16** As-constructed record drawings | Not Provided |
| **§ 4.1.1.17** Post-occupancy evaluation | Not Provided |
| **§ 4.1.1.18** Facility support services | Not Provided |
| **§ 4.1.1.19** Tenant-related services | Not Provided |
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | Architect |
| **§ 4.1.1.21** Telecommunications/data design | Architect |
| **§ 4.1.1.22** Security evaluation and planning | Architect |
| **§ 4.1.1.23** Commissioning | Not Provided |
| *(Row deleted)* | |
| **§ 4.1.1.25** Fast-track design services | Not Provided |
| *(Row deleted)* | |
| **§ 4.1.1.27** Historic preservation | Not Provided |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | Not Provided |
| **§ 4.1.1.29** [Intentionally deleted] | |
| *(Row deleted)* | |
| **§ 4.1.1.30** [Intentionally deleted] | |
| *(Row deleted)* | |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1**

*(Paragraphs deleted)*

**Refer to Schedule A**

**§ 4.1.2.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 4.1.3** [Intentionally deleted]

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this


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Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

**.1** Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

**.2** Services necessitated by the enactment or revisions or amendments of codes, laws, or regulations, which occur after the issue of applicable building permits, including changing or editing and result in substantial revisions to previously prepared Instruments of Service;

**.3**
*(Paragraphs deleted)*
Consultation concerning replacement of Work resulting from fire or other cause during construction; and

**.4** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

**§ 4.2.2**
*(Paragraphs deleted)*
[Intentionally deleted]

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

**.1** Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

**.2** One ( 1 ) visit to the site by the Architect per week during construction unless more visits per week are deemed necessary by the Owner in accordance with § 3.6.2.1.

**.3** Five ( 5 ) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

**.4** Five ( 5 ) inspections for each portion of the Work to determine final completion.

**§ 4.2.4** [Intentionally deleted]

**§ 4.2.5** [Intentionally deleted]

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 5.2** The Owner shall establish and update the Owner's budget for the Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees is the only representative of 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


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modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee.

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri Title: Superintendent, or designee.

**§ 5.4** Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not 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 the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

**§ 5.5** The Owner may 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.

**§ 5.6** [Intentionally deleted]

**§ 5.7** [Intentionally deleted]

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

**§ 5.10** Unless otherwise provided in this Agreement the Owner may, in its sole discretion furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, and Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished


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by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

**§ 5.12** The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** [Intentionally deleted]

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect or Architect's consultants; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of the Cost of the Work and updated opinions of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

**§ 6.3** The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary opinion of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing opinions of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to


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recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees, or designee; and to include design alternates as may be necessary to adjust the opinion of the Cost of the Work to meet the Owner's budget.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's opinion of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

**.1** give written approval of an increase in the budget for the Cost of the Work;
**.2** authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;
**.3** terminate in accordance with Section 9.5;
**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
**.5** implement any other mutually acceptable alternative; or
**.6** direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before the commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**FORM A for Sections 7.2 to 7.5 (____)**

**FORM B FOR SECTIONS 7.2 to 7.4 ( X )**

*(Paragraphs deleted)*


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**§ 7.2** Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

**§ 7.3** The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as builts" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

**§ 7.4** The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but in any case not more than 8 years after the date of Substantial Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.1.1** All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL) or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.


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**§ 8.1.1.2** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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.

**§ 8.1.2** Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

**§ 8.1.4** In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

**§ 8.1.5** When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. 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.

**§ 8.2.4**

*(Paragraphs deleted)*

The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.


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If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*
**§ 8.2.5** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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.

**§ 8.3** [Intentionally deleted]

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**
**§ 9.1** If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, and Texas law, such failure shall be considered substantial nonperformance and cause for termination. If not cured after ten (10) days written notice to Owner of the delinquency. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 *et seq*. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

**§ 9.2** If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

**§ 9.7**
*(Paragraphs deleted)*
The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, 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 Architect 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; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.


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**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

**§ 9.9** The Owner's rights to use the Architect's Construction Documents in the event of a termination of this Agreement are set forth in Article 7, Section 11.9.

**§ 9.10** This Agreement may be terminated by Owner if Architect 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.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

**§ 10.4** If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement .

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

**§ 10.7** With prior written consent of the Owner, such consent not to be unreasonably withheld, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein


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designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, 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 Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10 NO LIENS.** The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11 APPLICABLE LAW.** 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.

**§ 10.12 CONFLICT OF DOCUMENTS.** To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.13** It is understood and agreed that the relationship of Architect 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 Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 10.15** Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect 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.

**§ 10.16 CHILD SUPPORT.** 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 this 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.


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**§ 10.17** By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect 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 Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

**§ 10.18** Architect 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 Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.20**

**.1** By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect 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 Architect 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 Architect that Architect provide that information to the District.

**.2** The Architect 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 Architect 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 Architect; 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 Architect agrees that the contract can be terminated if the Architect 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 an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District


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determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

**.6** If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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 Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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.

**§ 10.21.1 CRIMINAL HISTORY RECORD CHECKS**

**§ 10.21.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21.3) of Architect, its subcontractors, or any subcontracting entities who will perform Architect's services, Architect 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 Architect's services. Architect'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 Architect's services after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 10.21.2** Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to perform Architect's services. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 10.21.3** For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the persons duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "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 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 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; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term


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"instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

**§ 10.21.4** Architects violation of this section shall constitute a substantial failure.

**§ 10.21.5** Architect shall assume all expenses associated with the background checks.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3 and supplemental services under § 4.1, the Owner shall compensate the Architect for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

**.1**

*(Paragraphs deleted)*

[Intentionally deleted]

**.2** Percentage Basis
*(Insert percentage value)*

Nine and twenty-five hundredths (9.25 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein;

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

**.3** Other
*(Describe the method of compensation)*

N/A

**§ 11.2**

*(Paragraphs deleted)*

[Intentionally deleted]

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)*

N/A


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**§ 11.4.1** The Architect shall invoice for site/civil engineering services rendered by their site/civil engineer of record with zero (0%) percent markup.

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | fifteen | percent ( | 15 | %) |
| Design Development Phase | twenty-five | percent ( | 25 | %) |
| Construction Documents Phase | thirty | percent ( | 30 | %) |
| Procurement Phase | five | percent ( | 5 | %) |
| Construction Phase | twenty-five | percent ( | 25 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** [Intentionally deleted]

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to attached Schedule B
*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

**.1** [Intentionally deleted];
**.2** [Intentionally deleted];
**.3** Permitting and other fees required by authorities having jurisdiction over the Project;
**.4** Printing and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
**.5** Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
**.6** Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
**.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after Architect's provision of one artist's rendering or mock-up of each building in the Project;
**.8** [Intentionally deleted];
**.9** [Intentionally deleted];
**.10** [Intentionally deleted];
**.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
**.12** [Intentionally deleted].

**§ 11.8.2** For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the Architect and the Architect's consultants.

**§ 11.9**
*(Paragraphs deleted)*


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**Compensation For Use Of Architect's Instruments Of Service.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extend allowed by this Agreement.

**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**
**§ 11.10.1.1** [Intentionally deleted]

**§ 11.10.1.2** [Intentionally deleted]

**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than Thirty ( 30 ) days after Owner's receipt of the invoice shall bear interest at the rate entered
*(Paragraphs deleted)*
below specified by Texas Government Code § 2251.025 or its successor.
*(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)*

**§ 11.10.2.2** The Owner may withhold payments after appropriate notice as to the reasons for the withholding, to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

**§ 11.11** Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:

**§12.1 INDEMNITY.** Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF EIGHT YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONTRACTOR, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any


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loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

**§ 12.2** THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

**§ 12.3** 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 12.1, 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.

**§ 12.4** It is understood and agreed that Article 12 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.

**§ 12.5 RECORDS RETENTION.** Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 12.6 COMPLAINTS.** The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 505 E Huntland Dr., Austin, Texas 78752, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at **http://tbae.state.tx.us**.

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended for this Project;

**.2** AIA Document

*(Paragraphs deleted)*

A201 2017 General Conditions of Contract for Construction, as amended for this project

**.3** Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

**.4** Other documents:


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*(List other documents, if any, forming part of the Agreement.)*

Schedule A – Description of Services referenced in Article 4.1.1.
Schedule B – Architect's Hourly Rates referenced in Article 11.7

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

| **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT** | **PARKHILL** |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| Dr. Scott Muri \| Superintendent<br>*(Printed name and title)* | David Finley, EdD, AIA, ALEP \| Principal<br>*(Printed name, title, and license number, if required)* |


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# SCHEDULE A

The following descriptions provide the scope and extent that Basic Services will be provided under 4.1.1.

§ 4.1.1.1 Programming
As part of Basic Services Architect will assist Owner in jointly developing and refining Owner's program.

§ 4.1.1.2 Multiple preliminary designs
As part of Basic Services, Architect to provide no more than three (3) different design options per project.

§ 4.1.1.4 Existing facilities surveys
As part of Basic Services, the Architect will survey the existing facilities as required by the work. Owner to provide .dwg or .rvt, if available, or hard copies of building drawings that Owner has in their possession.

§ 4.1.1.5 Site evaluation and planning
As part of Basic Services, Architect will evaluate and plan the Owner's proposed site with regard to size, access and circulation for vehicular traffic and franchise utilities.

§ 4.1.1.6 As part of Basic Services the Architect will assume Building Information Model management responsibilities

§ 4.1.1.7 As part of Basic Services the Architect will develop the Building Information Models for post construction use and in accordance with section 11.9.

§ 4.1.1.8 Coordination of Civil Engineering Services
As part of Basic Services, Architect will coordinate, advise, and select the Civil Engineering firm of record. The Site/Civil engineering services will be performed by the Civil Engineer of record and will be compensated in accordance with section 11.4.

§ 4.1.1.9 Landscape Design
As part of Basic Services the Architect will provide planting and irrigation design services.

§ 4.1.1.10 Architectural Interior Design
The Architect will include in its Basic Services, the preparation of three (3) color schemes for the Owner's selection. The schemes will identify basic floor, wall and ceiling colors, finishes and textures; it will not be a detailed selection of all materials. After a selection of the schematic scheme by the Owner, Architect will proceed to develop one in-depth color, finish and texture submittal for the Owner's approval. A maximum of two (2) meetings for development of the final scheme is included in this Agreement. Additional meetings, if required, will be Additional Services and compensated in accordance with Section 11.3. After approval of the color scheme, a digital presentation board will be prepared in PDF format for use by the Owner.

§ 4.1.1.11 Value Analysis
Architect to provide services indicated in section 3.2.5.1 as part of Basic Services. Efforts beyond these sections are Additional Services plus reimbursable expenses.

§ 4.1.1.12 Detailed Cost Estimating beyond that requested in Section 6.3
Additional independent, third-party professional services will be an Additional Service, plus reimbursable expenses.

§ 4.1.1.13 On-site Project Representation
As part of Basic Services, Architect to provide services indicated in Sections 3.6.2.1. Site visits beyond those indicated in section 3.6.2.1 and/or full-time on-site project representation shall be an Additional Service plus reimbursable expenses.

§ 4.1.1.15 As-designed record drawings
As part of Basic Services, Architect to provide as-designed record drawings documenting approved changes to the construction drawings.

§ 4.1.1.20 Coordination of Owner's Consultants
As part of Basic Services, Architect shall coordinate with Owner's Consultants as indicated in Section 3.1.2.

§ 4.1.1.21 Telecommunications/data design
As part of Basic Services, Architect to coordinate the Owner's provided requirements into the Work. Should Owner require more experience than that possessed by the Architect, then a Telecommunications/Data consultant will be hired as an Additional Service plus reimbursable expenses.

§ 4.1.1.22 Security Evaluation and Planning
As part of Basic Services, Architect to provide input based on experience and coordinate with Owner's needs and requirements to incorporate into the Work. Should Owner require more experience that that possessed by the Architect, then a security consultant will be hired as an Additional Service plus reimbursable expenses.

SCHEDULE B

# Parkhill

## Hourly Rate Schedule

January 1, 2024 through December 31, 2024

**Client:** Ector County ISD **Project:** Transportation Center

**Agreement Date:** March 21, 2024 **Location:** Odessa, Texas

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **SUPPORT STAFF I** | $75.00 |
| **SUPPORT STAFF II** | $88.00 |
| **SUPPORT STAFF III** | $120.00 |
| **SUPPORT STAFF IV** | $129.00 |
| **SUPPORT STAFF V** | $143.00 |
| **SUPPORT STAFF VI** | $154.00 |
| **PROFESSIONAL LEVEL I** | |
| Architect | $151.00 |
| Civil Engineer | $165.00 |
| Electrical Engineer | $168.00 |
| Interior Designer | $144.00 |
| Landscape Architect | $144.00 |
| Mechanical Engineer | $158.00 |
| Structural Engineer | $158.00 |
| Survey Tech | $134.00 |
| Other Professional | $141.00 |
| **PROFESSIONAL LEVEL II** | |
| Architect | $163.00 |
| Civil Engineer | $184.00 |
| Electrical Engineer | $190.00 |
| Interior Designer | $151.00 |
| Landscape Architect | $151.00 |
| Mechanical Engineer | $181.00 |
| Structural Engineer | $179.00 |
| Survey Tech | $146.00 |
| Other Professional | $148.00 |

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL III** | |
| Architect | $186.00 |
| Civil Engineer | $227.00 |
| Electrical Engineer | $222.00 |
| Interior Designer | $166.00 |
| Landscape Architect | $179.00 |
| Mechanical Engineer | $211.00 |
| Structural Engineer | $219.00 |
| Survey Tech | $170.00 |
| Other Professional | $163.00 |
| **PROFESSIONAL LEVEL IV** | |
| Architect | $226.00 |
| Civil Engineer | $265.00 |
| Electrical Engineer | $260.00 |
| Interior Designer | $181.00 |
| Landscape Architect | $194.00 |
| Mechanical Engineer | $248.00 |
| Structural Engineer | $253.00 |
| Survey Tech | $207.00 |
| Other Professional | $193.00 |
| **PROFESSIONAL LEVEL V** | |
| Architect | $275.00 |
| Civil Engineer | $319.00 |
| Electrical Engineer | $317.00 |
| Interior Designer | $218.00 |
| Landscape Architect | $236.00 |
| Mechanical Engineer | $302.00 |
| Structural Engineer | $305.00 |
| Professional Land Surveyor | $240.00 |
| Other Professional | $215.00 |

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL VI** | |
| Architect | $305.00 |
| Civil Engineer | $344.00 |
| Electrical Engineer | $358.00 |
| Interior Designer | $264.00 |
| Landscape Architect | $285.00 |
| Mechanical Engineer | $343.00 |
| Structural Engineer | $329.00 |
| Professional Land Surveyor | $266.00 |
| Other Professional | $259.00 |
| **PROFESSIONAL LEVEL VII** | |
| Architect | $392.00 |
| Civil Engineer | $410.00 |
| Electrical Engineer | $410.00 |
| Interior Designer | $295.00 |
| Landscape Architect | $392.00 |
| Mechanical Engineer | $392.00 |
| Structural Engineer | $410.00 |
| Professional Land Surveyor | $319.00 |
| Other Professional | $392.00 |

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Anthony Sorola, Associate Superintendent of Athletics/Human Capital/Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF ARCHITECT-OWNER CONTRACTS FOR BOND PROGRAM CONSTRUCTION BETWEEN ECISD AND PBK**

**DATE:** March 26, 2024

---

It is the recommendation of the administration that the Board of Trustees approve the Architect-Owner contracts between Ector County ISD and PBK:

- Career and Technical Education Facility
- Middle School

**********

Administrative Recommendation:

Approval of the contracts between Ector County ISD and PBK

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the 19 day of March in the year 2024
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

Ector County Independent School District
802 North Sam Houston
Odessa, Texas 79761

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

PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730

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

New CTE Center
Situated in Ector County, E Murphy St. Odessa, TX 79761

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and PBK (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above referenced Project(s) on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™ 2017 Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

The Owner and Architect agree as follows.

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

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


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11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT


## 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:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Exhibit A

**§ 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.)*

CTE Center Property: Situated in Ector County, E Murphy St. Odessa, TX 79761.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

Construction Cost : Sixty Million ($60,000,000.00)

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

**.1** Design phase milestone dates, if any:



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Schematic Design : 05/01/2024 – 06/30/2024
Design Development : 07/01/2024 – 10/01/2024

**.2** Construction commencement date:

07/05/2025

**.3** Substantial Completion date or dates:

12/05/2026

**.4** Other milestone dates:

Construction Documents : 10/03/2024 – 04/03/2025
Bidding : 04/04/2025 – 05/19/2025
Construction Administration : 7/05/2025 – 12/05/2026

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Construction Manager-At-Risk (CMAR)

**§ 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.)*

None

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Dr. Scott Muri, Superintendent of Schools, or his designee Dr. Anthony Sorola.
Ector County Independent School District Associate Superintendent
Athletics / Human Capital / Operations
802 North Sam Houston
Odessa, Texas 79761
Telephone: 432-456-9509

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

None

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

*(Paragraphs deleted)*

*(List any consultants and contractors retained by the Owner.)*


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**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Darrell Pearson
PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730
Telephone: 512-340-0676
Email: darrell.pearson@pbk.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

Kubala Engineers
11 Greenway Plaza
Houston, Texas 77046
Telephone: 1-800-248-3674

John Kubala, President & CEO
Office: 713-940-3343
Mobile: 713-907-8385
Email: John.Kubala@kubalaengineers.com

**.2** Mechanical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

Don Richards, Vice President
Office: 713-940-3326
Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com

**.3** Electrical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

Don Richards, Vice President
Office: 713-940-3326
Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com


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**.4** Geotechnical Engineer

To be identified by the Owner at a later time.

**.5** Civil Engineer

Dunaway Associates
5707 Southwest Parkway, Building 2, Suite 250
Austin, Texas 78735
Telephone: 512-306-8252

Tim Hair, Regional Manager
Mobile: 210-241-6939
Email: Thair@dunawayassociates.com

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

**§ 1.1.11.2** Consultants retained under Supplemental Services:

None.

**§ 1.1.12** Other Initial Information on which the Agreement is based:

Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

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

**§ 1.3** The parties may agree upon protocols, in writing 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.

*(Paragraph deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.


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**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practices and Remedies Code Section 130.0021, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. 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. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

**§ 2.5.1** Worker' Compensation

| | | |
|---|---|---|
| .1 | State: | Statutory Benefits |
| .2 | Employer's Liability: | $1,000,000 per accident<br>$1,000,000 disease, policy limit<br>$1,000,000 disease, each employee |

**§ 2.5.2** Commercial General Liability with policy limits if not less than One Million ($ $1,000,000 )

| | | |
|---|---|---|
| .1 | Each Occurrence: | $1,000,000 each occurrence<br>$2,000,000 aggregate |


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.2 Medical Expense (per person) $10,000 each occurrence

.3 Products & Completed Operations: $2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor 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)

.4 Personal & Advertising Injury $1,000,000 aggregate

.5 Must include explosion, collapse, and underground (X, C, and U) coverage.

.6 Must include Completed Operations coverage

.7 Must Include Contractual Liability Coverage

.8 Must Include General Aggregate Per Project Endorsement.

**§ 2.5.3** Contractual Liability:

.1 Property Damage shall be included in Commercial General Liability Coverage.

.2 Insurance sufficient to cover Architect's contractual indemnities.

**§ 2.5.4** Business Automobile Liability (including owned, non-owned, hired, or any other vehicles): Combined single limit policy in the amount of at least $1,000,000.

.1 Bodily Injury (per person) $

.2 Bodily Injury (per accident) $

.3 Property Damage $

**§ 2.5.5** Professional Liability (E&O) Coverage in at least in the following amounts:

$5,000,000 per occurrence
$10,000,000 per aggregate

Deductibles or self-insured retention amounts shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million.

.1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than five million ($5,000,000).

*(Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence).*

**§ 2.5.6** Umbrella Excess Liability coverages shall be:

.1 $5,000,000 each occurrence

.2 $5,000,000 aggregate

.3 $ aggregate Per Project Endorsement

**§ 2.5.7** Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation


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insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

.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.

.4 The Architect 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 Architect providing services on the Project for the duration of the Project.

.5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

.6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.7 The Architect shall obtain from each person providing services on a 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 Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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

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

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


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

2. Provide to the Architect, 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 Architect, 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 whom it contracts, and provide to the Architect:

    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 personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

7. Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

.12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

.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 for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).


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*(Paragraph deleted)*

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Article 4 and include usual and customary architectural services, structural, mechanical, plumbing, civil, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction database management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate. The District will not waive any services recommended by the Architect that are required by law.
Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.

.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the


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completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

**§ 3.1.3.1** Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility


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plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1, if applicable to the Project and required for Final Completion.

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

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner..

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner, in writing, of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project."

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

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


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

*(Paragraph deleted)*

**§ 3.2.5.2** The Architect shall consider and discuss with Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work..

**§ 3.2.6** When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

### § 3.3 Design Development Phase Services

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

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations..


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**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, *redesign the Project to comply with Owner's budget*, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval.

**§ 3.3.4** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of 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 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

*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, and their respective 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.*

**§ 3.4.1.1** Errors and Omissions

**§ 3.4.1.1.1** Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

**§ 3.4.1.1.2** Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

**§ 3.4.1.1.3** Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.


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**§ 3.4.1.1.4** Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and 19 Texas Administrative Code section 61.1031, and Texas Health and Safety Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1040 and Section 61.1031, and performed its services in accordance with the Standard of Care in executing the construction documents, and Section 61.1031.
Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1040 and Section 61.1031, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1040 and Section 61.1032. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, the Pump Act (29 USC Section 218(c)), Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service..

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner *and the Owner's attorney* in the development and preparation of (1) *bidding competitive purchasing, and* procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor *or Construction Manager at Risk*; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 3.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.


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**§ 3.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed $100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of $100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make. Owner shall not be able to waive any services or direct any changes where recommended or required by an applicable design professional.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4.7** Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of $50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

#### § 3.5.2 Competitive Bidding *or Purchasing*

**§ 3.5.2.1** Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.


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**§ 3.5.2.2** If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

**.1** procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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

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

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

**§ 3.5.2.3** In consultation with the Owner, the Architect shall consider requests for substitutions,if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

**§ 3.5.3 Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

**§ 3.5.3.2** If requested by Owner Architect shall assist the Owner in obtaining proposals by:

**.1** procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;

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

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

**.4** evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction*, as amended for the Project, and as specified in Section 3.1.6 herein*. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety."


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**§ 3.6.1.2** The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect, or his authorized representative, as a representative of the Owner, 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 interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and; (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative 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 his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall 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 to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.


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**§ 3.6.2.3** The Architect shall interpret and make recommendations to Owner regarding matters 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor and shall not be liable for results of interpretations or recommendations rendered in good faith. The Owner's recommendations on matters relating to aesthetic effect shall be final.

**§ 3.6.2.5** The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated, and in Architect's professional opinion, the quality of the Work is in accordance with the Construction Documents and the Contract Documents and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner.

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

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

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of 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. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in


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the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, 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.

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

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

**§ 3.6.4.5** The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

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

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

**§ 3.6.5.3** 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 Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. 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, 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.

**§ 3.6.5.4** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

**.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;


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**.2** issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;

**.3** receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract; and,

**.4** issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**.5** For any Work that exceeds $50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

**.6** Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

**.7** (B) Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):

(i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040(d). The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.

(ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's board of trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.

(iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

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

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

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

**§ 3.6.6.5** Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final


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Completion, the Architect shall meet with the Owner and the Owner's Designated representative to review the facility operations and performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

**§ 4.1.1** The services listed below are included in Basic Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such services are not required for this Project or approved by Owner. *(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| **Supplemental Services** | **Responsibility** *(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.1** Programming | Architect |
| **§ 4.1.1.2** Multiple preliminary designs | Architect |
| **§ 4.1.1.3** Measured drawings | Architect |
| **§ 4.1.1.4** Existing facilities surveys | Architect |
| **§ 4.1.1.5** Site evaluation and planning | Architect |
| **§ 4.1.1.6** Building Information Model management responsibilities | Architect |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | Architect |
| **§ 4.1.1.8** Civil engineering | Architect |
| **§ 4.1.1.9** Landscape design | Architect |
| **§ 4.1.1.10** Architectural interior design | Architect |
| **§ 4.1.1.11** Value analysis | Architect |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | Architect |
| **§ 4.1.1.13** On-site project representation | Architect |
| **§ 4.1.1.14** Conformed documents for construction | Architect |
| **§ 4.1.1.15** As-designed record drawings | Architect |
| **§ 4.1.1.16** As-constructed record drawings | Not Provided |
| **§ 4.1.1.17** Post-occupancy evaluation | Not Provided |
| **§ 4.1.1.18** Facility support services | Not Provided |
| **§ 4.1.1.19** Tenant-related services | Not Provided |
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | Architect |
| **§ 4.1.1.21** Telecommunications/data design | Architect |
| **§ 4.1.1.22** Security evaluation and planning | Architect |
| **§ 4.1.1.23** Commissioning | Architect |
| **§ 4.1.1.24** Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |
| **§ 4.1.1.25** Fast-track design services | Not Provided |
| **§ 4.1.1.26** Multiple bid packages | |
| **§ 4.1.1.27** Historic preservation | Not Provided |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | Not Provided |


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| Supplemental Services | Responsibility<br>*(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.29** Other services provided by specialty Consultants | |
| **§ 4.1.1.30** Other Supplemental Services | |
| | |

**§ 4.1.2 Description of Supplemental Services**

*(Paragraphs deleted)*

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

**.1** Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

**.2** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

*(Paragraphs deleted)*

**.3** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

**.4** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

*(Paragraphs deleted)*

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

**.1** Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

**.2** Two ( 2 ) visits to the site by the Architect per week during construction as required by § 3.6.2.1

**.3** Five ( 5 ) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

**.4** Five ( 5 ) inspections for each portion of the Work to determine final completion.

*(Paragraphs deleted)*

**ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 5.2** The Owner shall establish and update the Owner's budget for the Project, when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable


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contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees, is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri Title: Superintendent, or his designee

**§ 5.4** Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not 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 the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

**§ 5.5** The Owner may 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.

*(Paragraphs deleted)*

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services..


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**§ 5.10** Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service and Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

**§ 5.12** The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

*(Paragraph deleted)*

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect or the Architect's consultants; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget."

**§ 6.3** The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to


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quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

**.1** give written approval of an increase in the budget for the Cost of the Work;

**.2** authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;

**.3** terminate in accordance with Section 9.5;

**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;

**.5** implement any other mutually acceptable alternative; or,

**.6** direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.


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## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

**§ 7.3** The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as builts" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but


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in any case not more than 8 years after the date of Substantial Completion of the Work unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.1.1** All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL), or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board of Trustees at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**§ 8.1.1.2** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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.

**§ 8.1.2** Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. *In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.*

**§ 8.1.4** When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceeding, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section s.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties' authorized representatives, if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.


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**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the parties shall submit the dispute or claim(s) to a court of competent jurisdiction.:
*(Check the appropriate box.)*

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*
The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to nonbinding arbitration. However, neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.
**§ 8.2.5** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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."

**§ 8.3** The provisions of this Article 8 shall survive the termination of this Agreement.

*(Paragraphs deleted)*
**ARTICLE 9 TERMINATION OR SUSPENSION**
**§ 9.1** If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement and Texas law, such failure shall be considered substantial nonperformance and cause for termination. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 et seq. Before resuming services, the Owner may pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due..

**§ 9.7**
*(Paragraphs deleted)*
The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, 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 Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is


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appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

**§ 9.9** The Owner's rights to use the Architect's Construction Documents in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

**§ 9.10** This Agreement may be terminated by Owner at any time if Architect 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.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

**§ 10.4** If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

**§ 10.7** With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate


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the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, 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 Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10** NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11** APPLICABLE LAW. This Agreement is subject to all applicable federal and State of Texas 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.

**§ 10.12** CONFLICT OF DOCUMENTS. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.13** RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of Architect 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 Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 10.15** Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect 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.

**§ 10.16** CHILD SUPPORT. 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 this contract, bid,


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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.

**§ 10.17** By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect 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 Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement."

**§ 10.18** Architect 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 Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.20**

1. By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect 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 Architect 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 Architect that Architect provide that information to the District.

2. The Architect 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 Architect 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 Architect; or

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

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

    5. 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.

    6. If an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10


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business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

7. If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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.

8. As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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.

**§ 10.21** CRIMINAL HISTORY RECORD CHECKS:

**§ 10.21.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21) of Architect, its subcontractors, or any subcontracting entities who will perform the Work, Architect 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. Architect'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 Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 10.21.2** Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 Architect agrees to immediately discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any subconsultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 10.21.3** For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "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 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; or a felony violation of Texas Penal Code Section 43.24 related to the sale,


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distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

**§ 10.21.4** Architect's violation of this section shall constitute a substantial failure under Article 14.

**§ 10.21.5** Architect shall assume all expenses associated with the background checks.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

**.1** Stipulated Sum
*(Insert amount)*

**.2** Percentage Basis
Compensation for all the services described above is based on our understanding of the scope of work as presented by Ector County ISD will be billed at 6.5% of the construction value for the scope of the project.

**.3** Other
*(Describe the method of compensation)*

NONE

*(Paragraphs deleted)*
**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect, or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)*

There will be no additional services without the prior written authorization of the Owner. We do not anticipate that additional service fees will apply as the scope of work is understood by PBK.

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | | |
|---|---|---|---|---|---|
| Schematic Design Phase | ten | percent | ( | 10 | %) |
| Design Development Phase | twenty | percent | ( | 20 | %) |
| Construction Documents | thirty-five | percent | ( | 35 | %) |


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| | | | | |
|---|---|---|---|---|
| Phase | | | | |
| Procurement Phase | five | percent ( | 5 | %) |
| Construction Phase | thirty | percent ( | 30 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

*(Paragraph deleted)*

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| **Employee or Category** | **Rate ($0.00)** |
|---|---|
| Partner | $350.00 |
| Principal | $305.00 |
| Associate Principal | $270.00 |
| Project Manager/Associate | $245.00 |
| Architect | $225.00 |
| Intern | $135.00 |
| Field | $125.00 |
| Office | $95.00 |

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

**.1** Permitting and other fees required by authorities having jurisdiction over the Project;

*(Paragraphs deleted)*

**.2** Printing, and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;

**.3** Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;

**.4** Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;

**.5** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after Architect's provision of one artist's rendering and one model or mock-up of each building in the Project;

*(Paragraphs deleted)*

**.6** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be only the actual the expenses incurred by the Architect and the Architect's consultants.

**§ 11.9**

*(Paragraphs deleted)*

**Compensation For Use Of Architect's Construction Documents.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.


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**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**

*(Paragraphs deleted)*
**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than 30 days after Owner's receipt of the invoice shall bear interest at the rate entered
*(Paragraphs deleted)*
below specified by Texas Government Code § 2251.025 or its successor.(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)
**§ 11.10.2.2** The Owner may withhold payments after appropriate notice as to the reasons for the withholding to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.
**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

**§ 11.11** Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:

**§ 12.1** INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

**§ 12.2** THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT."

**§ 12.3** 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 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary


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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."

**§ 12.4** It is understood and agreed that Article 12 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

**§ 12.5** RECORDS RETENTION. Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 12.6** COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at Mailing address: PO Box 12337, Austin, TX 78711; Physical: 505 E. Huntland Dr., Ste. 350, Austin, TX 78752; Telephone: 512.305.9000; Fax 512.305.8900; or on the web at https://www.tbae.texas.gov.

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

, as amended for this Project;

*(Paragraph deleted)*

**.2** Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ X ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A: Owner's Program for the Project
Exhibit B: PBK Fee Proposal Letter dated February 27, 2024
Exhibit C: Hourly Billing Rates
Exhibit D: Insurance Requirements

**.3** Other documents:
*(List other documents, if any, forming part of the Agreement.)*

AIA Document A 201-2017, General Conditions of the Contract for Construction, as amended for this Project.

This Amendment to AIA Document is entered into as of the day and year first written above.


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| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| Scott Muri, Ed. D. ECISD Superintendent of Schools | Darrell Pearson, Partner |
| *(Printed name and title)* | *(Printed name and title)* |


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[Exhibit A Placeholder]

6300 Bridge Point Parkway
Suite 2-115
Austin, Texas 78730
Phone: 512-340-0676
www.pbk.com

February 27, 2024

**VIA EMAIL DELIVERY**

Architecture
Engineering
Planning
Technology
Facility Consulting

Dr. Scott Muri
Superintendent
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761

**RE: Professional Services Fee Proposal – Ector County ISD New CTE Center**

Dear Dr. Muri:

Thank you for allowing PBK the opportunity to provide Architectural and Engineering Services for the Ector County ISD New CTE Center project located in Odessa, Texas. The following is our proposal to provide services for your project.

**BASIC SCOPE OF WORK**

Working in concert with the Ector County Independent School District personnel, PBK will provide comprehensive planning, schematic design, design development, construction documents, and construction administration services for the development of the district's CTE Center project in accordance with an Agreement between Owner and Architect as established by the Council of School Attorneys. PBK will work in conjunction with the Ector County ISD team to properly coordinate the organization and development of the site and the scope of services will include Programming, Site Evaluation/ Planning, Architecture, MEP, Structural, Interior Design, Envelope/Roof Design, and Construction Administration services for the district's new middle school.

**COMPENSATION**

Compensation for all the services described above is based on our understanding of the scope of work as presented by Ector County ISD will be billed at 6.5% of the construction value for the scope of the project. We understand that the construction budget for this project is $60,000,000. PBK will submit monthly invoices in accordance with the completion of services for every project milestone.

PBK will submit monthly invoices in accordance with the completion of services. All invoices and supporting documentation will be addressed to:

C/O – Anthony Sorola, Ed.D.
Associate Superintendent
Athletics / Human Capital / Operations
Ector County ISD

6300 Bridge Point Parkway
Suite 2-115
Austin, Texas 78730
Phone: 512-340-0676
www.pbk.com

**CONSULTANTS**

PBK will be responsible for all necessary consultants. PBK will engage Geotechnical Engineering, Materials Testing, Surveying, and Traffic Analysis/ Design (if necessary) as a reimbursable at cost with no additional fee. If desired, PBK will engage any other owner provided consultants and pass through their fee as a reimbursable expense with no mark up.

Architecture
Engineering
Planning
Technology
Facility Consulting

**REIMBURSABLE EXPENSES**

Reimbursable expenses for reproduction of bid documents and permit application fees will be billed at cost without additional fee. Additional reimbursable expenses for special studies/consultants as requested by Ector County ISD will be reimbursable at cost without additional fee. PBK will limit our reimbursable travel related expenses for the entire duration of the CTE project to $12,000. Any additional travel expenses will be absorbed by PBK.

**ADDITIONAL SERVICE FEES:**

There will be no additional services without the prior written authorization of the Owner. We do not anticipate that additional service fees will apply as the scope of work is understood by PBK.

We thank you for this incredible opportunity to continue to serve the Ector County ISD on this important project. Please let us know if the terms of this proposal are acceptable and we will move forward in the preparation of a contract. Should you have any questions or additional requests, please do not hesitate to contact me at any time on my mobile phone at 512-557-4857.

Sincerely,

Darrell Pearson
**PBK Architects, Inc.**
Partner, LEEP AP BD+C

**Agreed to by:**

Dr. Scott Muri
**Ector County Independent School District**
Superintendent

Date
Cc: Mackenzie Rufrano, PBK

**Effective January 1, 2022 (Public)**

# HOURLY BILLING RATES

| | |
|---|---|
| **Architecture** | |
| Partner | $350.00 |
| Principal | $305.00 |
| Associate Principal | $270.00 |
| Project Manager/Associate | $245.00 |
| Architect | $225.00 |
| Intern | $135.00 |
| Field | $125.00 |
| Office | $95.00 |
| **MEP** | |
| Engineer Partner | $350.00 |
| Engineer Principal | $305.00 |
| Engineer Director | $270.00 |
| Electrical Engineer | $245.00 |
| Electrical Designer | $220.00 |
| Electrical Draftsman | $160.00 |
| Mechanical Engineer | $245.00 |
| Mechanical Designer | $215.00 |
| Mechanical Draftsman | $160.00 |
| Plumbing Engineer | $235.00 |
| Plumbing Designer | $215.00 |
| Plumbing Draftsman | $160.00 |
| IT Director | $305.00 |
| IT Engineer | $245.00 |
| IT Designer | $215.00 |
| IT Draftsman | $145.00 |
| Office | $95.00 |
| **Civil** | |
| Civil Partner | $350.00 |
| Civil Principal | $305.00 |
| Civil Director | $265.00 |
| Civil Engineer | $240.00 |
| Civil Designer | $215.00 |
| Civil Draftsman | $135.00 |
| Office | $ 95.00 |

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Arthur J. Gallagher Risk Management Services, LLC<br>2618 E Broadway<br>Pearland TX 77581 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 281-485-7500 **FAX (A/C, No):** 281-485-6933<br>**E-MAIL ADDRESS:** |
| **INSURED** PBKARCH-01<br>PBK Architects, Inc.,<br>11 Greenway Plaza, Suite 2210<br>Houston, TX 77406-1104 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Continental Casualty Company — 20443<br>**INSURER B :** LM Insurance Corporation — 33600<br>**INSURER C :** Liberty Insurance Corporation — 42404<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1040722694 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | TB5-Z91-472898-023 | 4/25/2023 | 4/25/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | AS7-Z91-472898-033 | 4/25/2023 | 4/25/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | TH7-Z91-472898-053 | 4/25/2023 | 4/25/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC5-Z91-472898-013 | 4/25/2023 | 4/25/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability<br>Claims Made Form | | | AEH591912035 | 8/1/2023 | 8/1/2024 | Each Claim<br>Aggregate | $5,000,000<br>$10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto, Professional Liability and Workers Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

General Liability is primary & non-contributory when required by written contract, agreement or permit.

See Attached...

**CERTIFICATE HOLDER**

Sample

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# *Additions and Deletions Report for*
## *AIA® Document B101® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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**PAGE 1**

**AGREEMENT** made as of the 19 day of March in the year 2024

...

Ector County Independent School District
802 North Sam Houston
Odessa, Texas 79761

...

PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730

...

*(Name, location and detailed description)*

New CTE Center
Situated in Ector County, E Murphy St. Odessa, TX 79761

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and PBK (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above referenced Project(s) on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™ 2017 Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

**PAGE 2**

See Exhibit A

...

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CTE Center Property: Situated in Ector County, E Murphy St. Odessa, TX 79761.

...

Construction Cost : Sixty Million ($60,000,000.00)

**PAGE 3**

Schematic Design : 05/01/2024 – 06/30/2024
Design Development : 07/01/2024 – 10/01/2024

...

07/05/2025

...

12/05/2026

...

Construction Documents : 10/03/2024 – 04/03/2025
Bidding : 04/04/2025 – 05/19/2025
Construction Administration : 7/05/2025 – 12/05/2026

...

Construction Manager-At-Risk (CMAR)

...

None

...

Dr. Scott Muri, Superintendent of Schools, or his designee Dr. Anthony Sorola.
Ector County Independent School District Associate Superintendent
Athletics / Human Capital / Operations
802 North Sam Houston
Odessa, Texas 79761
Telephone: 432-456-9509

...

None

...

~~.1 Geotechnical Engineer:~~

~~.2 Civil Engineer:~~



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**.3** ~~Other, if any:~~

*(List any ~~other~~ consultants and contractors retained by the Owner.)*

**PAGE 4**

Darrell Pearson
PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730
Telephone: 512-340-0676
Email: darrell.pearson@pbk.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and ~~1.1.11.2:~~1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:

...

Kubala Engineers
11 Greenway Plaza
Houston, Texas 77046
Telephone: 1-800-248-3674

John Kubala, President & CEO
Office: 713-940-3343
Mobile: 713-907-8385
Email: John.Kubala@kubalaengineers.com

**.2** Mechanical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

Don Richards, Vice President
Office: 713-940-3326
Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com

**.3** Electrical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

Don Richards, Vice President
Office: 713-940-3326

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Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com

**.4** Geotechnical Engineer

To be identified by the owner at a later time.

**.5** Civil Engineer

Dunaway Associates
5707 Southwest Parkway, Building 2, Suite 250
Austin, Texas 78735
Telephone: 512-306-8252
Tim Hair, Regional Manager
Mobile: 210-241-6939
Email: Thair@dunawayassociates.com

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

**PAGE 5**

None.

...

Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

...

**§ 1.3** The parties ~~shall~~ may agree upon ~~protocols~~ protocols, in writing governing the transmission and use of ~~Instruments of Service~~ 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.

~~**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect ~~represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.~~shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is

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appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practices and Remedies Code Section 130.0021, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

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**§ 2.5** ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. 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. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

**§ 2.5.1** ~~Commercial General Liability with policy limits of not less than ($ ) for each occurrence and ($ ) in the aggregate for bodily injury and property damage.~~Worker' Compensation

| | | |
|---|---|---|
| .1 | State: | Statutory Benefits |
| .2 | Employer's Liability: | $1,000,000 per accident |
| | | $1,000,000 disease, policy limit |
| | | $1,000,000 disease, each employee |



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**§ 2.5.2** ~~Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ($ ) 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.~~Commercial General Liability with policy limits if not less than One Million ($ $1,000,000 )

| | | |
|---|---|---|
| .1 | Each Occurrence: | $1,000,000 each occurrence<br>$2,000,000 aggregate |
| .2 | Medical Expense (per person) | $10,000 each occurrence |
| .3 | Products & Completed Operations: $2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor 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) | |
| .4 | Personal & Advertising Injury | $1,000,000 aggregate |
| .5 | Must include explosion, collapse, and underground (X, C, and U) coverage. | |
| .6 | Must include Completed Operations coverage | |
| .7 | Must Include Contractual Liability Coverage | |
| .8 | Must Include General Aggregate Per Project Endorsement. | |

**§ 2.5.3** ~~The Architect may 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 excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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.~~Contractual Liability:

| | | |
|---|---|---|
| .1 | Property Damage shall be included in Commercial General Liability Coverage. | |
| .2 | Insurance sufficient to cover Architect's contractual indemnities. | |

**§ 2.5.4** ~~Workers' Compensation at statutory limits.~~Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):
Combined single limit policy in the amount of at least $1,000,000.

| | | |
|---|---|---|
| .1 | Bodily Injury (per person) | $ |
| .2 | Bodily Injury (per accident) | $ |
| .3 | Property Damage | $ |

**§ 2.5.5** ~~Employers' Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.~~Professional Liability (E&O) Coverage in at least in the following amounts:

| | |
|---|---|
| $5,000,000 | per occurrence |
| $10,000,000 | per aggregate |

Deductibles or self-insured retention amounts shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million.

| | | |
|---|---|---|
| .1 | Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than five million ($5,000,000). | |

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*(Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence).*

**§ 2.5.6** ~~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.~~Umbrella Excess Liability coverages shall be:

| | | |
|---|---|---|
| .1 | $5,000,000 | each occurrence |
| .2 | $5,000,000 | aggregate |
| .3 | $ | aggregate Per Project Endorsement |

**§ 2.5.7 ~~Additional Insured Obligations.~~** ~~To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect'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.~~Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

.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.

.4 The Architect 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 Architect providing services on the Project for the duration of the Project.

.5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

.6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.7 The Architect shall obtain from each person providing services on a 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

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2. No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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

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

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

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

2. Provide to the Architect, 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 Architect, 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 whom it contracts, and provide to the Architect:

    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 personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

7. Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

.12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will

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provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

.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 for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

**§ 2.5.8** ~~The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

**§ 3.1** Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in ~~this Article 3 and include usual and customary structural, mechanical, and electrical engineering services.~~ Article 3 and Article 4 and include usual and customary architectural services, structural, mechanical, plumbing, civil, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction database management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate. The District will not waive any services recommended by the Architect that are required by law.
Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall ~~manage the Architect's services,~~ perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report ~~progress to the Owner.~~progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

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.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.

.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's ~~consultants.~~ consultants in accordance with 19 TAC Section 61.140. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's ~~services.~~ services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the ~~Architect or Owner. With the Owner's approval,~~ Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

**§ 3.1.3.1** Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G).

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Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or ~~substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.~~substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1, if applicable to the Project and required for Final Completion.

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

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.



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**§ 3.2.1** The Architect shall ~~review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner..

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the ~~Owner~~ Owner, in writing, of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project."

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

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

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

~~**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

**§ 3.2.5.2** The Architect shall consider ~~the value of alternative materials, building systems and equipment,~~ and discuss with Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design ~~for the Project~~ that is consistent with the Owner's program, ~~schedule,~~ schedule and budget for the Cost of ~~the Work.~~Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work..

**§ 3.2.6** ~~The Architect shall submit to the Owner an~~ When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with ~~Section 6.3.~~Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's

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responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

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

**§ 3.3.2** The Architect shall update the estimate of the Cost of the ~~Work prepared in accordance with Section 6.3.~~Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations..

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, *redesign the Project to comply with Owner's budget*, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval.

**§ 3.3.4** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

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**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of 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 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omissions, and

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comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

*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, and their respective 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.*

**§ 3.4.1.1** Errors and Omissions

**§ 3.4.1.1.1** Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

**§ 3.4.1.1.2** Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

**§ 3.4.1.1.3** Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

**§ 3.4.1.1.4** Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction ~~Documents.~~Documents and 19 Texas Administrative Code section 61.1031, and Texas Health and Safety Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1040 and Section 61.1031, and performed its services in accordance with the Standard of Care in executing the construction documents, and Section 61.1031.
Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1040 and Section 61.1031, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1040 and Section 61.1032. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, the Pump Act (29 USC Section 218(c)), Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service..

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**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner *and the Owner's attorney* in the development and preparation of (1) *bidding competitive purchasing, and* procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and ~~Contractor;~~ Contractor *or Construction Manager at Risk*; and (3) the Conditions of the Contract for Construction (General, Supplementary and other ~~Conditions). The~~ Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 3.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

**§ 3.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed $100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of $100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the ~~Work prepared in accordance with Section 6.3.~~Work. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make. Owner shall not be able to waive any services or direct any changes where recommended or required by an applicable design professional.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from

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material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4.7** Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of $50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

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The Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

**§ 3.5.2 Competitive Bidding *or Purchasing***

**§ 3.5.2.1** Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

**§ 3.5.2.2** ~~The~~ If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

**.1** ~~facilitating the distribution of Bidding Documents~~ procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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

**§ 3.5.2.3** ~~If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and~~ In consultation with the Owner, the Architect shall consider requests for substitutions,if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective ~~bidders.~~bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

**§ 3.5.3 ~~Negotiated~~ Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all

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sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

**§ 3.5.3.2** ~~The~~ If requested by Owner Architect shall assist the Owner in obtaining proposals by:

**.1** ~~facilitating the distribution~~ procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation ~~process;~~process and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;

...

**.4** evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** ~~If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions~~ In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective ~~contractors.~~contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

...

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction.~~ Construction*, as amended for the Project, and as specified in Section 3.1.6 herein*. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety."

**§ 3.6.1.2** The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

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**§ 3.6.2.1** The ~~Architect shall visit the site at~~ Architect, or his authorized representative, as a representative of the Owner, 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 interest), and at other intervals appropriate to the stage of ~~construction, or as otherwise required in Section 4.2.3, to become generally familiar with the~~ the Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work ~~completed, and to determine, in general, if the Work observed~~ completed; (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract ~~Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ Documents and on time, and; (6) to document progress of the Work, in written and photographic form.

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Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative 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 his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, ~~the Architect shall keep the Owner reasonably informed about~~ on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of 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~~ and from the most recent construction schedule submitted by the Contractor, and ~~(3)~~ (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority to require~~ 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 to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

**§ 3.6.2.3** The Architect shall interpret and ~~decide~~ make recommendations to Owner regarding matters 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and ~~decisions~~ recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and ~~decisions,~~ recommendations, the Architect shall endeavor to secure faithful performance by both Owner and ~~Contractor, shall not show partiality to either,~~ Contractor and shall not be liable for results of interpretations or ~~decisions~~ recommendations rendered in good faith. The ~~Architect's decisions~~ Owner's recommendations on matters relating to aesthetic effect shall be ~~final if consistent with the intent expressed in the Contract Documents.~~final.

**§ 3.6.2.5** ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims~~ The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

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**§ 3.6.3.1** The Architect shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall ~~issue certificates in such amounts.~~ sign and issue Certificates for Payment in such amounts if

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such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, ~~that, to the best of the Architect's knowledge, information and belief,~~ that the Work has progressed to the point indicated, and in Architect's professional opinion, the quality of the Work is in accordance with ~~the Contract Documents, and that the Contractor is entitled to payment in the amount certified.~~ the Construction Documents and the Contract Documents and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the ~~Architect.~~Architect in writing to Owner.

...

**§ 3.6.4.1** The Architect shall review ~~the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule.~~ and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of 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. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

**§ 3.6.4.2** ~~The~~ In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions ~~or~~ 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.

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

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**§ 3.6.4.5** The Architect shall maintain ~~a record~~ all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

...

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

...

**§ 3.6.5.3** 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 Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. 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, 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.

**§ 3.6.5.4** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

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**.2** issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;

**.3** receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the ~~Contract Documents and received from the Contractor;~~ Contract; and,

**.4** issue a final Certificate for Payment based upon a final inspection indicating ~~that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~the Work complies with the requirements of the Contract Documents.

**.5** For any Work that exceeds $50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

**.6** Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

**.7** (B) Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):

(i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040(d). The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.

(ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's board of trustees for instructional facility space under subsection (h) of 19

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TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.

(iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

...

**§ 3.6.6.5** ~~Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner~~ Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner's Designated representative to review the facility operations and ~~performance.~~performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

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**§ 4.1.1** The services listed below are ~~not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.~~ included in Basic Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such services are not required for this Project or approved by Owner.

...

| | |
|---|---|
| **§ 4.1.1.1** Programming | Architect |
| **§ 4.1.1.2** Multiple preliminary designs | Architect |
| **§ 4.1.1.3** Measured drawings | Architect |
| **§ 4.1.1.4** Existing facilities surveys | Architect |
| **§ 4.1.1.5** Site evaluation and planning | Architect |
| **§ 4.1.1.6** Building Information Model management responsibilities | Architect |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | Architect |
| **§ 4.1.1.8** Civil engineering | Architect |
| **§ 4.1.1.9** Landscape design | Architect |
| **§ 4.1.1.10** Architectural interior design | Architect |
| **§ 4.1.1.11** Value analysis | Architect |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | Architect |
| **§ 4.1.1.13** On-site project representation | Architect |
| **§ 4.1.1.14** Conformed documents for construction | Architect |
| **§ 4.1.1.15** As-designed record drawings | Architect |
| **§ 4.1.1.16** As-constructed record drawings | Not Provided |

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| | |
|---|---|
| **§ 4.1.1.17** Post-occupancy evaluation | Not Provided |
| **§ 4.1.1.18** Facility support services | Not Provided |
| **§ 4.1.1.19** Tenant-related services | Not Provided |
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | Architect |
| **§ 4.1.1.21** Telecommunications/data design | Architect |
| **§ 4.1.1.22** Security evaluation and planning | Architect |
| **§ 4.1.1.23** Commissioning | Architect |
| **§ 4.1.1.24** Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |
| **§ 4.1.1.25** Fast-track design services | Not Provided |

...

| | |
|---|---|
| **§ 4.1.1.27** Historic preservation | Not Provided |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | Not Provided |

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~~**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.~~
~~*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*~~

~~**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.~~
~~*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

...

**.1** Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project ~~including~~ including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

**.2** Services ~~necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~

~~**.3** Changing or editing previously prepared Instruments of Service~~ necessitated ~~by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations~~ by ~~the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~

~~**.4** Services necessitated by~~ decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
~~.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~
~~.10~~ .3 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~ .4 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

~~**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~
~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~
~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

.1 Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Two ( 2 ) visits to the site by the Architect per week during construction as required by § 3.6.2.1
.3 Five ( 5 ) inspections for ~~any~~ each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Five ( 5 ) inspections for ~~any~~ each portion of the Work to determine final completion.

~~**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

~~**§ 4.2.5** If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, ~~which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.~~as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

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**§ 5.2** The Owner shall establish and update the Owner's budget for the Project, when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall ~~identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall~~ render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees, is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri Title: Superintendent, or his designee

**§ 5.4** ~~The Owner shall furnish surveys to describe~~ Upon written request of the Architect, the Owner shall furnish surveys known to the Owner 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.~~Other than the metes and bounds noted in the legal description of the site, the Architect shall not 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 the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

**§ 5.5** The Owner ~~shall~~ may 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.

~~**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~

~~**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.~~

**§ 5.9** The Owner shall furnish tests, inspections and reports ~~required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not

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required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services..

**§ 5.10** ~~The Owner shall furnish all legal, insurance~~ Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of ~~Service.~~Service and Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

**§ 5.12** The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
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~~**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

**§ 6.1** For purposes of ~~this Agreement,~~ the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the ~~Architect;~~ Architect or the Architect's consultants; the costs of the land, rights-of-way, financing, or contingencies for changes in the ~~Work;~~ Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as ~~required~~ allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, ~~the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.~~if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget."

**§ 6.3** The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to

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quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of ~~the Project;~~ the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ~~The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~ may be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, ~~quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated ~~proposal,~~ proposal prior to commencement of the Work, the Owner shall

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**.2** authorize rebidding or renegotiating of the Project within a reasonable ~~time;~~time, and/or authorize a different construction procurement method, consistent with State law;

...

**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;~~or,~~

**.5** implement any other mutually acceptable ~~alternative.~~alternative; or,

**.6** direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section ~~6.6.4, the Architect~~ 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents~~ The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

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**§ 6.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

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**§ 7.1** The Architect and the Owner warrant that in transmitting ~~Instruments of Service,~~ Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** ~~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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

**§ 7.3** The ~~Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as builts" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason,

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the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

...

**§ 7.4** ~~Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner~~ The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer ~~any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

...

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the ~~binding~~ dispute resolution method selected in this Agreement and within the period specified ~~by applicable~~ by this Agreement and by Texas law, but in any case not more than ~~10~~ 8 years after the date of Substantial Completion of the ~~Work.~~ Work unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all ~~claims and~~ causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.1.1** All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL), or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board of Trustees at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**§ 8.1.1.2** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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.

**§ 8.1.2** ~~To~~ Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract ~~for Construction.~~ for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect ~~and Owner waive~~ waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's termination of this Agreement, except as specifically provided in Section 9.7.~~Owner's termination of this Agreement. *In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.*

**§ 8.1.4** When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.



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**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to ~~binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~the institution of legal or equitable proceeding, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section s.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them 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 this Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. ~~The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~
In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.
**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the ~~place where the Project~~ county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be ~~enforceable as settlement agreements in any court having jurisdiction thereof.~~reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties' authorized representatives, if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the ~~method of binding dispute resolution shall be the following:~~parties shall submit the dispute or claim(s) to a court of competent jurisdiction.:
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~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~
[ X ] Litigation in a court of competent jurisdiction

~~[ ] Other: *(Specify)*~~

~~If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.~~
The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to nonbinding arbitration. However, neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.
**§ 8.2.5** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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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**§ 8.3** ~~Arbitration~~The provisions of this Article 8 shall survive the termination of this Agreement.
**§ 8.3.1** ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

**§ 8.3.1.1** ~~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, dispute or other matter in question 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, dispute or other matter in question.~~

**§ 8.3.2** ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

**§ 8.3.3** ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

**§ 8.3.4 Consolidation or Joinder**
**§ 8.3.4.1** ~~Either party, at its sole discretion, 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).~~

**§ 8.3.4.2** ~~Either party, at its sole discretion, 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.~~

**§ 8.3.4.3** ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

**§ 8.4** ~~The provisions of this Article 8 shall survive the termination of this Agreement.~~

**§ 9.1** If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this ~~Agreement,~~ Agreement and Texas law, such failure shall be considered substantial nonperformance and cause for ~~termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall~~ termination. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 et seq. Before resuming services, the Owner may pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the ~~Project,~~ Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect~~

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~~shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules ~~shall~~ may be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 ~~cumulative~~ consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than ~~seven~~ twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~together with Reimbursable Expenses then due..

**§ 9.7** ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~**.1** Termination Fee:~~

~~**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, 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 Architect 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; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of ~~Substantial~~ Final Completion.

**§ 9.9** The Owner's rights to use the Architect's ~~Instruments of Service~~ Construction Documents in the event of a termination of this Agreement are set forth in Article 7 and Section ~~9.7.~~11.9.

**§ 9.10** This Agreement may be terminated by Owner at any time if Architect 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.



**§ 10.1** This Agreement shall be governed by the law 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 8.3.~~State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

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**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for ~~Construction.~~Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the ~~other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~other.

**§ 10.4** If the Owner requests the Architect to execute certificates, the ~~proposed~~ language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. ~~If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of~~ The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

...

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site.~~site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

**§ 10.7** ~~The Architect shall have the right to~~ With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such ~~representations.~~ representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except ~~as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, 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 Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

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**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order,~~ or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
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**§ 10.10** NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11** APPLICABLE LAW. This Agreement is subject to all applicable federal and State of Texas 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.

**§ 10.12** CONFLICT OF DOCUMENTS. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.13** RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of Architect 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 Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 10.15** Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect 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.

**§ 10.16** CHILD SUPPORT. 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 this 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.

**§ 10.17** By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect 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 Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement."

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**§ 10.18** Architect 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 Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.20**

1. By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect 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 Architect 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 Architect that Architect provide that information to the District.

2. The Architect 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 Architect 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 Architect; or

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

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

    5. 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.

    6. If an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

    7. If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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.

    8. As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value

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of $100,000 or more, Contractor certifies by submitting Contractor'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.

**§ 10.21** CRIMINAL HISTORY RECORD CHECKS:

**§ 10.21.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21) of Architect, its subcontractors, or any subcontracting entities who will perform the Work, Architect 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. Architect'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 Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 10.21.2** Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 Architect agrees to immediately discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any subconsultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 10.21.3** For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "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 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; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

**§ 10.21.4** Architect's violation of this section shall constitute a substantial failure under Article 14.

**§ 10.21.5** Architect shall assume all expenses associated with the background checks.

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect ~~as follows:~~for all undisputed payments set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance

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with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

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**.2** ~~Percentage Basis~~
~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~ Compensation for all the services described above is based on our understanding of the scope of work as presented by Ector County ISD will be billed at 6.5% of the construction value for the scope of the project.

...

*(Describe the method of compensation)*

NONE

...

**§ 11.2** ~~For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:~~
~~*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*~~

...

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

**§ 11.4** Compensation for ~~Supplemental and~~ Additional Services of the Architect's consultants when not included in Section ~~11.2 or~~ 11.3, shall be the amount invoiced to the ~~Architect plus percent ( %),~~ Architect, or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for ~~Supplemental or~~ Additional Services.)*

There will be no additional services without the prior written authorization of the Owner. We do not anticipate that additional service fees will apply as the scope of work is understood by PBK.

...

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | ten | percent ( | 10 | %) |
| Design Development Phase | twenty | percent ( | 20 | %) |
| Construction Documents Phase | thirty-five | percent ( | 35 | %) |
| Procurement Phase | five | percent ( | 5 | %) |
| Construction Phase | thirty | percent ( | 30 | %) |

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**§ 11.6.1** ~~When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

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**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. ~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~

...

| | |
|---|---|
| Partner | $350.00 |
| Principal | $305.00 |
| Associate Principal | $270.00 |
| Project Manager/Associate | $245.00 |
| Architect | $225.00 |
| Intern | $135.00 |
| Field | $125.00 |
| Office | $95.00 |

...

~~**.1** Transportation and authorized out-of-town travel and subsistence;~~
~~**.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

**.4** Printing, ~~reproductions, plots, and standard form documents;~~and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
**.5** Postage, handling, and ~~delivery;~~delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
**.6** Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
**.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner ~~or required for the Project;~~
~~**.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
~~**.9** All taxes levied on professional services and on reimbursable expenses;~~
~~**.10** Site office expenses;~~after Architect's provision of one artist's rendering and one model or mock-up of each building in the Project;
**.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable ~~Objective; and,~~
~~**.12** Other similar Project-related expenditures.~~Objective

**§ 11.8.2** For Reimbursable Expenses the compensation shall be only the actual the expenses incurred by the Architect and the Architect's ~~consultants plus percent ( %) of the expenses incurred.~~consultants.

~~**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

**Compensation For Use Of Architect's Construction Documents.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.



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~~**§ 11.10.1.1** An initial payment of ( ($ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments ~~are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date~~ for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than 30 days after Owner's receipt of the invoice 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 Architect.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~%~~
below specified by Texas Government Code § 2251.025 or its successor.(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)
**§ 11.10.2.2** The Owner ~~shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ may withhold payments after appropriate notice as to the reasons for the withholding to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.
**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times.~~provided to the Owner upon presentation of Architect's progress payment applications.

**§ 11.11** Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project

...

~~(Include other terms and conditions applicable to this Agreement.)~~
**§ 12.1** INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES

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CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

**§ 12.2** THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT."

**§ 12.3** 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 12.1, 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."

**§ 12.4** It is understood and agreed that Article 12 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

**§ 12.5** RECORDS RETENTION. Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 12.6** COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at Mailing address: PO Box 12337, Austin, TX 78711; Physical: 505 E. Huntland Dr., Ste. 350, Austin, TX 78752; Telephone: 512.305.9000; Fax 512.305.8900; or on the web at https://www.tbae.texas.gov.

**PAGE 37**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or ~~oral.~~ oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument ~~signed by both the Owner~~ approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

...

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

~~**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~, as amended for this Project;

~~**.3**~~ **.2** Exhibits:

...

[ X ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A: Owner's Program for the Project
Exhibit B: PBK Fee Proposal Letter dated February 27, 2024
Exhibit C: Hourly Billing Rates

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~~.4~~ .3 Other documents:

...

AIA Document A 201-2017, General Conditions of the Contract for Construction, as amended for this Project.

This ~~Agreement~~ Amendment to AIA Document is entered into as of the day and year first written above.
**PAGE 38**

| | |
|---|---|
| Scott Muri, Ed. D. ECISD Superintendent of Schools | Darrell Pearson, Partner |
| *(Printed name and title)* | *(Printed ~~name, title, and license number, if required)~~name and title)* |

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , 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 12:42:46 ET on 03/19/2024 under Order No. 3104239853 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the 19 day of March in the year 2024
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

Ector County Independent School District
802 North Sam Houston
Odessa, Texas 79761

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

PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730

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

New Middle School
Situated in Ector County, Texas at Sections 34&35 of Block 43, Odessa, TX
Legally described as: 40 Acres out of T-2-S, BLK 43, SEC 34 (Card #1) WH McCollum undivided in 640 acres.

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and PBK (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above referenced Project(s) on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™ 2017 Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

The Owner and Architect agree as follows.

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

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


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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:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Exhibit A

**§ 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.)*

Middle School Property: Situated in Ector County, Texas at Sections 34&35 of Block 43, Odessa, TX
Legally described as: 40 Acres out of T-2-S, BLK 43, SEC 34 (Card #1) WH McCollum undivided in 640 acres.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

Construction Cost : Ninety Million ($90,000,000.00)

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

**.1** Design phase milestone dates, if any:



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Schematic Design / Design Development : 04/01/2024 – 06/30/2024

**.2** Construction commencement date:

01/01/2025

**.3** Substantial Completion date or dates:

06/30/2026

**.4** Other milestone dates:

Construction Documents : 07/01/2024 – 11/15/2024
Bidding : 11/15/2024 – 12/31/2024
Construction Administration : 01/01/2025 – 06/30/2026

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Construction Manager-At-Risk (CMAR)

**§ 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.)*

None

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Dr. Scott Muri, Superintendent of Schools, or his designee Dr. Anthony Sorola.
Ector County Independent School District Associate Superintendent
Athletics / Human Capital / Operations
802 North Sam Houston
Odessa, Texas 79761
Telephone: 432-456-9509

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

None

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

*(Paragraphs deleted)*

*(List any consultants and contractors retained by the Owner.)*


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**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Darrell Pearson
PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730
Telephone: 512-340-0676
Email: darrell.pearson@pbk.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

Kubala Engineers
11 Greenway Plaza
Houston, Texas 77046
Telephone: 1-800-248-3674

John Kubala, President & CEO
Office: 713-940-3343
Mobile: 713-907-8385
Email: John.Kubala@kubalaengineers.com

**.2** Mechanical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

Don Richards, Vice President
Office: 713-940-3326
Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com

**.3** Electrical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

Don Richards, Vice President
Office: 713-940-3326
Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com


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**.4** Geotechnical Engineer

To be identified by the Owner at a later time.

**.5** Civil Engineer

Dunaway Associates
5707 Southwest Parkway, Building 2, Suite 250
Austin, Texas 78735
Telephone: 512-306-8252

Tim Hair, Regional Manager
Mobile: 210-241-6939
Email: Thair@dunawayassociates.com

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

**§ 1.1.11.2** Consultants retained under Supplemental Services:

None.

**§ 1.1.12** Other Initial Information on which the Agreement is based:

Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

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

**§ 1.3** The parties may agree upon protocols, in writing 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.

*(Paragraph deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.


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**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practices and Remedies Code Section 130.0021, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. 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. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

**§ 2.5.1** Worker' Compensation

| | | |
|---|---|---|
| .1 | State: | Statutory Benefits |
| .2 | Employer's Liability: | $1,000,000 per accident<br>$1,000,000 disease, policy limit<br>$1,000,000 disease, each employee |

**§ 2.5.2** Commercial General Liability with policy limits if not less than One Million ($ $1,000,000 )

| | | |
|---|---|---|
| .1 | Each Occurrence: | $1,000,000 each occurrence<br>$2,000,000 aggregate |


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.2 Medical Expense (per person) $10,000 each occurrence

.3 Products & Completed Operations: $2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor 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)

.4 Personal & Advertising Injury $1,000,000 aggregate

.5 Must include explosion, collapse, and underground (X, C, and U) coverage.

.6 Must include Completed Operations coverage

.7 Must Include Contractual Liability Coverage

.8 Must Include General Aggregate Per Project Endorsement.

**§ 2.5.3** Contractual Liability:

.1 Property Damage shall be included in Commercial General Liability Coverage.

.2 Insurance sufficient to cover Architect's contractual indemnities.

**§ 2.5.4** Business Automobile Liability (including owned, non-owned, hired, or any other vehicles): Combined single limit policy in the amount of at least $1,000,000.

.1 Bodily Injury (per person) $

.2 Bodily Injury (per accident) $

.3 Property Damage $

**§ 2.5.5** Professional Liability (E&O) Coverage in at least in the following amounts:

$5,000,000 per occurrence
$10,000,000 per aggregate

Deductibles or self-insured retention amounts shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million.

.1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than five million ($5,000,000).

*(Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence).*

**§ 2.5.6** Umbrella Excess Liability coverages shall be:

.1 $5,000,000 each occurrence

.2 $5,000,000 aggregate

.3 $ aggregate Per Project Endorsement

**§ 2.5.7** Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation


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insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

.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.

.4 The Architect 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 Architect providing services on the Project for the duration of the Project.

.5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

.6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.7 The Architect shall obtain from each person providing services on a 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 Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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

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

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


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

2. Provide to the Architect, 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 Architect, 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 whom it contracts, and provide to the Architect:

    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 personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

7. Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

.12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

.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 for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).


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*(Paragraph deleted)*

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Article 4 and include usual and customary architectural services, structural, mechanical, plumbing, civil, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction database management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate. The District will not waive any services recommended by the Architect that are required by law.
Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.

.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the


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completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

**§ 3.1.3.1** Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility


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plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1, if applicable to the Project and required for Final Completion.

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

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner..

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner, in writing, of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project."

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

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


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

*(Paragraph deleted)*
**§ 3.2.5.2** The Architect shall consider and discuss with Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work..

**§ 3.2.6** When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

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

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations..


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**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, *redesign the Project to comply with Owner's budget*, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval.

**§ 3.3.4** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of 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 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

*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, and their respective 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.*

**§ 3.4.1.1** Errors and Omissions

**§ 3.4.1.1.1** Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

**§ 3.4.1.1.2** Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

**§ 3.4.1.1.3** Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.


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**§ 3.4.1.1.4** Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and 19 Texas Administrative Code section 61.1031, and Texas Health and Safety Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1040 and Section 61.1031, and performed its services in accordance with the Standard of Care in executing the construction documents, and Section 61.1031.
Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1040 and Section 61.1031, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1040 and Section 61.1032. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, the Pump Act (29 USC Section 218(c)), Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service..

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner *and the Owner's attorney* in the development and preparation of (1) *bidding competitive purchasing, and* procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor *or Construction Manager at Risk*; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 3.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.


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**§ 3.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed $100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of $100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make. Owner shall not be able to waive any services or direct any changes where recommended or required by an applicable design professional.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4.7** Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of $50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

**§ 3.5.2 Competitive Bidding *or Purchasing***

**§ 3.5.2.1** Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.


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**§ 3.5.2.2** If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

**.1** procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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

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

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

**§ 3.5.2.3** In consultation with the Owner, the Architect shall consider requests for substitutions,if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

**§ 3.5.3 Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

**§ 3.5.3.2** If requested by Owner Architect shall assist the Owner in obtaining proposals by:

**.1** procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;

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

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

**.4** evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction*, as amended for the Project, and as specified in Section 3.1.6 herein*. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety."


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**§ 3.6.1.2** The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect, or his authorized representative, as a representative of the Owner, 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 interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and; (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative 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 his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall 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 to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.


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**§ 3.6.2.3** The Architect shall interpret and make recommendations to Owner regarding matters 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor and shall not be liable for results of interpretations or recommendations rendered in good faith. The Owner's recommendations on matters relating to aesthetic effect shall be final.

**§ 3.6.2.5** The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated, and in Architect's professional opinion, the quality of the Work is in accordance with the Construction Documents and the Contract Documents and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner.

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

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

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of 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. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in


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the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, 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.

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

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

**§ 3.6.4.5** The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

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

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

**§ 3.6.5.3** 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 Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. 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, 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.

**§ 3.6.5.4** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

**.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;


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**.2** issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;

**.3** receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract; and,

**.4** issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**.5** For any Work that exceeds $50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

**.6** Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

**.7** (B) Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):

(i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040(d). The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.

(ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's board of trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.

(iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

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

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

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

**§ 3.6.6.5** Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final


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Completion, the Architect shall meet with the Owner and the Owner's Designated representative to review the facility operations and performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

**§ 4.1.1** The services listed below are included in Basic Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such services are not required for this Project or approved by Owner. *(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| **Supplemental Services** | **Responsibility** *(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.1** Programming | Architect |
| **§ 4.1.1.2** Multiple preliminary designs | Architect |
| **§ 4.1.1.3** Measured drawings | Architect |
| **§ 4.1.1.4** Existing facilities surveys | Architect |
| **§ 4.1.1.5** Site evaluation and planning | Architect |
| **§ 4.1.1.6** Building Information Model management responsibilities | Architect |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | Architect |
| **§ 4.1.1.8** Civil engineering | Architect |
| **§ 4.1.1.9** Landscape design | Architect |
| **§ 4.1.1.10** Architectural interior design | Architect |
| **§ 4.1.1.11** Value analysis | Architect |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | Architect |
| **§ 4.1.1.13** On-site project representation | Architect |
| **§ 4.1.1.14** Conformed documents for construction | Architect |
| **§ 4.1.1.15** As-designed record drawings | Architect |
| **§ 4.1.1.16** As-constructed record drawings | Not Provided |
| **§ 4.1.1.17** Post-occupancy evaluation | Not Provided |
| **§ 4.1.1.18** Facility support services | Not Provided |
| **§ 4.1.1.19** Tenant-related services | Not Provided |
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | Architect |
| **§ 4.1.1.21** Telecommunications/data design | Architect |
| **§ 4.1.1.22** Security evaluation and planning | Architect |
| **§ 4.1.1.23** Commissioning | Architect |
| **§ 4.1.1.24** Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |
| **§ 4.1.1.25** Fast-track design services | Not Provided |
| **§ 4.1.1.26** Multiple bid packages | |
| **§ 4.1.1.27** Historic preservation | Not Provided |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | Not Provided |


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| Supplemental Services | Responsibility<br>*(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.29** Other services provided by specialty Consultants | |
| **§ 4.1.1.30** Other Supplemental Services | |
| | |

**§ 4.1.2 Description of Supplemental Services**

*(Paragraphs deleted)*

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

**.1** Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

**.2** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

*(Paragraphs deleted)*

**.3** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

**.4** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

*(Paragraphs deleted)*

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

**.1** Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

**.2** Two ( 2 ) visits to the site by the Architect per week during construction as required by § 3.6.2.1

**.3** Five ( 5 ) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

**.4** Five ( 5 ) inspections for each portion of the Work to determine final completion.

*(Paragraphs deleted)*

**ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

**§ 5.2** The Owner shall establish and update the Owner's budget for the Project, when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable


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contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees, is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri Title: Superintendent, or his designee

**§ 5.4** Upon written request of the Architect, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not 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 the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

**§ 5.5** The Owner may 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.

*(Paragraphs deleted)*

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services..


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**§ 5.10** Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service and Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

**§ 5.12** The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

*(Paragraph deleted)*

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect or the Architect's consultants; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget."

**§ 6.3** The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to


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quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

**.1** give written approval of an increase in the budget for the Cost of the Work;

**.2** authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;

**.3** terminate in accordance with Section 9.5;

**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;

**.5** implement any other mutually acceptable alternative; or,

**.6** direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.


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## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

**§ 7.3** The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as builts" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but


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in any case not more than 8 years after the date of Substantial Completion of the Work unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.1.1** All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL), or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board of Trustees at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**§ 8.1.1.2** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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.

**§ 8.1.2** Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. *In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.*

**§ 8.1.4** When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceeding, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section s.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties' authorized representatives, if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.


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**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the parties shall submit the dispute or claim(s) to a court of competent jurisdiction.:
*(Check the appropriate box.)*

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*
The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to nonbinding arbitration. However, neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.
**§ 8.2.5** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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."

**§ 8.3** The provisions of this Article 8 shall survive the termination of this Agreement.

*(Paragraphs deleted)*
**ARTICLE 9 TERMINATION OR SUSPENSION**
**§ 9.1** If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement and Texas law, such failure shall be considered substantial nonperformance and cause for termination. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 et seq. Before resuming services, the Owner may pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due..

**§ 9.7**
*(Paragraphs deleted)*
The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, 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 Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is


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appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

**§ 9.9** The Owner's rights to use the Architect's Construction Documents in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

**§ 9.10** This Agreement may be terminated by Owner at any time if Architect 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.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

**§ 10.4** If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

**§ 10.7** With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate


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the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, 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 Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10** NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11** APPLICABLE LAW. This Agreement is subject to all applicable federal and State of Texas 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.

**§ 10.12** CONFLICT OF DOCUMENTS. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.13** RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of Architect 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 Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 10.15** Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect 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.

**§ 10.16** CHILD SUPPORT. 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 this contract, bid,


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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.

**§ 10.17** By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect 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 Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement."

**§ 10.18** Architect 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 Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.20**

1. By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect 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 Architect 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 Architect that Architect provide that information to the District.

2. The Architect 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 Architect 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 Architect; or

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

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

    5. 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.

    6. If an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10


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business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

7. If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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.

8. As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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.

**§ 10.21** CRIMINAL HISTORY RECORD CHECKS:

**§ 10.21.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21) of Architect, its subcontractors, or any subcontracting entities who will perform the Work, Architect 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. Architect'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 Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 10.21.2** Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 Architect agrees to immediately discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any subconsultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 10.21.3** For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "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 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; or a felony violation of Texas Penal Code Section 43.24 related to the sale,


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distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

**§ 10.21.4** Architect's violation of this section shall constitute a substantial failure under Article 14.

**§ 10.21.5** Architect shall assume all expenses associated with the background checks.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

**.1** Stipulated Sum
*(Insert amount)*

**.2** Percentage Basis
Compensation for all the services described above is based on our understanding of the scope of work as presented by Ector County ISD will be billed at 6.5% of the construction value for the scope of the project.

**.3** Other
*(Describe the method of compensation)*

NONE

*(Paragraphs deleted)*
**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect, or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)*

There will be no additional services without the prior written authorization of the Owner. We do not anticipate that additional service fees will apply as the scope of work is understood by PBK.

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | | |
|---|---|---|---|---|---|
| Schematic Design Phase | ten | percent | ( | 10 | %) |
| Design Development Phase | twenty | percent | ( | 20 | %) |
| Construction Documents | thirty-five | percent | ( | 35 | %) |


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| | | | | |
|---|---|---|---|---|
| Phase | | | | |
| Procurement Phase | five | percent ( | 5 | %) |
| Construction Phase | thirty | percent ( | 30 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

*(Paragraph deleted)*

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate ($0.00) |
|---|---|
| Partner | $350.00 |
| Principal | $305.00 |
| Associate Principal | $270.00 |
| Project Manager/Associate | $245.00 |
| Architect | $225.00 |
| Intern | $135.00 |
| Field | $125.00 |
| Office | $95.00 |

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

**.1** Permitting and other fees required by authorities having jurisdiction over the Project;

*(Paragraphs deleted)*

**.2** Printing, and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;

**.3** Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;

**.4** Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;

**.5** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner after Architect's provision of one artist's rendering and one model or mock-up of each building in the Project;

*(Paragraphs deleted)*

**.6** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be only the actual the expenses incurred by the Architect and the Architect's consultants.

**§ 11.9**

*(Paragraphs deleted)*

**Compensation For Use Of Architect's Construction Documents.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.


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**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**

*(Paragraphs deleted)*
**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than 30 days after Owner's receipt of the invoice shall bear interest at the rate entered
*(Paragraphs deleted)*
below specified by Texas Government Code § 2251.025 or its successor.(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)
**§ 11.10.2.2** The Owner may withhold payments after appropriate notice as to the reasons for the withholding to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.
**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

**§ 11.11** Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:

**§ 12.1** INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

**§ 12.2** THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT."

**§ 12.3** 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 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary


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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."

**§ 12.4** It is understood and agreed that Article 12 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

**§ 12.5** RECORDS RETENTION. Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 12.6** COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at Mailing address: PO Box 12337, Austin, TX 78711; Physical: 505 E. Huntland Dr., Ste. 350, Austin, TX 78752; Telephone: 512.305.9000; Fax 512.305.8900; or on the web at https://www.tbae.texas.gov.

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

, as amended for this Project;

*(Paragraph deleted)*

**.2** Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ X ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A: Owner's Program for the Project
Exhibit B: PBK Fee Proposal Letter dated February 27, 2024
Exhibit C: Hourly Billing Rates
Exhibit D: Insurance Requirements

**.3** Other documents:
*(List other documents, if any, forming part of the Agreement.)*

AIA Document A 201-2017, General Conditions of the Contract for Construction, as amended for this Project.

This Amendment to AIA Document is entered into as of the day and year first written above.


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User Notes: (1749699415)

| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| Scott Muri, Ed. D. ECISD Superintendent of Schools | Darrell Pearson, Partner |
| *(Printed name and title)* | *(Printed name and title)* |


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**User Notes:** (1749699415)

[Exhibit A Placeholder]

6300 Bridge Point Parkway
Suite 2-115
Austin, Texas 78730
Phone: 512-340-0676
www.pbk.com

February 27, 2024

**VIA EMAIL DELIVERY**

Architecture
Engineering
Planning
Technology
Facility Consulting

Dr. Scott Muri
Superintendent
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761

**RE: Professional Services Fee Proposal – Ector County ISD New Middle School**

Dear Dr. Muri:

Thank you for allowing PBK the opportunity to provide Architectural and Engineering Services for the Ector County ISD New Middle School project located in Odessa, Texas. The following is our proposal to provide services for your project.

**BASIC SCOPE OF WORK**

Working in concert with the Ector County Independent School District personnel, PBK will provide comprehensive planning, schematic design, design development, construction documents, and construction administration services for the development of the district's middle school project in accordance with an Agreement between Owner and Architect as established by the Council of School Attorneys. PBK will work in conjunction with the Ector County ISD team to properly coordinate the organization and development of the site and the scope of services will include Programming, Site Evaluation/ Planning, Architecture, MEP, Structural, Interior Design, Envelope/Roof Design, and Construction Administration services for the district's new middle school.

**COMPENSATION**

Compensation for all the services described above is based on our understanding of the scope of work as presented by Ector County ISD will be billed at 6.5% of the construction value for the scope of the project. We understand that the construction budget for this project is $90,000,000. PBK will submit monthly invoices in accordance with the completion of services for every project milestone.

PBK will submit monthly invoices in accordance with the completion of services. All invoices and supporting documentation will be addressed to:

C/O – Anthony Sorola, Ed.D.
Associate Superintendent
Athletics / Human Capital / Operations
Ector County ISD

6300 Bridge Point Parkway
Suite 2-115
Austin, Texas 78730
Phone: 512-340-0676
www.pbk.com

**CONSULTANTS**

PBK will be responsible for all necessary consultants. PBK will engage Geotechnical Engineering, Materials Testing, Surveying, and Traffic Analysis/ Design (if necessary) as a reimbursable at cost with no additional fee. If desired, PBK will engage any other owner provided consultants and pass through their fee as a reimbursable expense with no mark up.

Architecture
Engineering
Planning
Technology
Facility Consulting

**REIMBURSABLE EXPENSES**

Reimbursable expenses for reproduction of bid documents and permit application fees will be billed at cost without additional fee. Additional reimbursable expenses for special studies/consultants as requested by Ector County ISD will be reimbursable at cost without additional fee. PBK will limit our reimbursable travel related expenses for the entire duration of the middle school project to $12,000. Any additional travel expenses will be absorbed by PBK.

**ADDITIONAL SERVICE FEES:**

There will be no additional services without the prior written authorization of the Owner. We do not anticipate that additional service fees will apply as the scope of work is understood by PBK.

We thank you for this incredible opportunity to continue to serve the Ector County ISD on this important project. Please let us know if the terms of this proposal are acceptable and we will move forward in the preparation of a contract. Should you have any questions or additional requests, please do not hesitate to contact me at any time on my mobile phone at 512-557-4857.

Sincerely,

Darrell Pearson
**PBK Architects, Inc.**
Partner, LEEP AP BD+C

**Agreed to by:**

Dr. Scott Muri
**Ector County Independent School District**
Superintendent

Date
Cc: Mackenzie Rufrano, PBK

**Effective January 1, 2022 (Public)**

# HOURLY BILLING RATES

| | |
|---|---|
| **Architecture** | |
| Partner | $350.00 |
| Principal | $305.00 |
| Associate Principal | $270.00 |
| Project Manager/Associate | $245.00 |
| Architect | $225.00 |
| Intern | $135.00 |
| Field | $125.00 |
| Office | $95.00 |
| **MEP** | |
| Engineer Partner | $350.00 |
| Engineer Principal | $305.00 |
| Engineer Director | $270.00 |
| Electrical Engineer | $245.00 |
| Electrical Designer | $220.00 |
| Electrical Draftsman | $160.00 |
| Mechanical Engineer | $245.00 |
| Mechanical Designer | $215.00 |
| Mechanical Draftsman | $160.00 |
| Plumbing Engineer | $235.00 |
| Plumbing Designer | $215.00 |
| Plumbing Draftsman | $160.00 |
| IT Director | $305.00 |
| IT Engineer | $245.00 |
| IT Designer | $215.00 |
| IT Draftsman | $145.00 |
| Office | $95.00 |
| **Civil** | |
| Civil Partner | $350.00 |
| Civil Principal | $305.00 |
| Civil Director | $265.00 |
| Civil Engineer | $240.00 |
| Civil Designer | $215.00 |
| Civil Draftsman | $135.00 |
| Office | $ 95.00 |

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Arthur J. Gallagher Risk Management Services, LLC<br>2618 E Broadway<br>Pearland TX 77581 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 281-485-7500 **FAX (A/C, No):** 281-485-6933<br>**E-MAIL ADDRESS:** |
| **INSURED** PBKARCH-01<br>PBK Architects, Inc.,<br>11 Greenway Plaza, Suite 2210<br>Houston, TX 77406-1104 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Continental Casualty Company — 20443<br>**INSURER B :** LM Insurance Corporation — 33600<br>**INSURER C :** Liberty Insurance Corporation — 42404<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1040722694 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | TB5-Z91-472898-023 | 4/25/2023 | 4/25/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | AS7-Z91-472898-033 | 4/25/2023 | 4/25/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | TH7-Z91-472898-053 | 4/25/2023 | 4/25/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC5-Z91-472898-013 | 4/25/2023 | 4/25/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability<br>Claims Made Form | | | AEH591912035 | 8/1/2023 | 8/1/2024 | Each Claim<br>Aggregate | $5,000,000<br>$10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto, Professional Liability and Workers Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

General Liability is primary & non-contributory when required by written contract, agreement or permit.

See Attached...

**CERTIFICATE HOLDER**

Sample

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# *Additions and Deletions Report for*
## *AIA® Document B101® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:39:42 ET on 03/19/2024.

**PAGE 1**

**AGREEMENT** made as of the 19 day of March in the year 2024

...

Ector County Independent School District
802 North Sam Houston
Odessa, Texas 79761

...

PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730

...

*(Name, location and detailed description)*

New Middle School
Situated in Ector County, Texas at Sections 34&35 of Block 43, Odessa, TX
Legally described as: 40 Acres out of T-2-S, BLK 43, SEC 34 (Card #1) WH McCollum undivided in 640 acres.

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and PBK (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above referenced Project(s) on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™ 2017 Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

**PAGE 2**

See Exhibit A

...

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**User Notes:** (1749699415)

Middle School Property: Situated in Ector County, Texas at Sections 34&35 of Block 43, Odessa, TX
Legally described as: 40 Acres out of T-2-S, BLK 43, SEC 34 (Card #1) WH McCollum undivided in 640 acres.

...

Construction Cost : Ninety Million ($90,000,000.00)

**PAGE 3**

Schematic Design / Design Development : 04/01/2024 – 06/30/2024

...

01/01/2025

...

06/30/2026

...

Construction Documents : 07/01/2024 – 11/15/2024
Bidding : 11/15/2024 – 12/31/2024
Construction Administration : 01/01/2025 – 06/30/2026

...

Construction Manager-At-Risk (CMAR)

...

None

...

Dr. Scott Muri, Superintendent of Schools, or his designee Dr. Anthony Sorola.
Ector County Independent School District Associate Superintendent
Athletics / Human Capital / Operations
802 North Sam Houston
Odessa, Texas 79761
Telephone: 432-456-9509

...

None

...

~~.1 Geotechnical Engineer:~~

~~.2 Civil Engineer:~~

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~~.3 Other, if any:~~

*(List any ~~other~~ consultants and contractors retained by the Owner.)*

**PAGE 4**

Darrell Pearson
PBK Architects
6300 Bridge Point Parkway
Building 2, Suite 115
Austin, Texas 78730
Telephone: 512-340-0676
Email: darrell.pearson@pbk.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and ~~1.1.11.2:~~1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254.:

...

Kubala Engineers
11 Greenway Plaza
Houston, Texas 77046
Telephone: 1-800-248-3674

John Kubala, President & CEO
Office: 713-940-3343
Mobile: 713-907-8385
Email: John.Kubala@kubalaengineers.com

**.2** Mechanical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

Don Richards, Vice President
Office: 713-940-3326
Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com

**.3** Electrical Engineer:

LEAF Engineers
11 Greenway Plaza, 15th Floor
Houston, Texas 77046
Telephone: 713-940-3300
Fax: 713-961-4571

Don Richards, Vice President

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**User Notes:** (1749699415)

Office: 713-940-3326
Mobile: 713-499-9173
Email: Don.Richards@leafengineers.com

**.4** Geotechnical Engineer

To be identified by the owner at a later time.

**.5** Civil Engineer

Dunaway Associates
5707 Southwest Parkway, Building 2, Suite 250
Austin, Texas 78735
Telephone: 512-306-8252
Tim Hair, Regional Manager
Mobile: 210-241-6939
Email: Thair@dunawayassociates.com

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

**PAGE 5**

None.

...

Whenever a statute, regulation, or code is cited in this Agreement, it shall refer to that statute, regulation, or code or its successor at the time the Agreement is signed or, a revised statute, regulation, or code if it becomes effective at a later time and compliance is required for completion and approval of the Project.

...

**§ 1.3** The parties ~~shall~~ may agree upon ~~protocols~~ protocols, in writing governing the transmission and use of ~~Instruments of Service~~ 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.

~~**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect ~~represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.~~shall provide professional services as set forth in this Agreement. The Architect shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable

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**User Notes:** (1749699415)

cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practices and Remedies Code Section 130.0021, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The identified Architect shall be the prime design professional for the Project.

**PAGE 6**

**§ 2.5** ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. 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. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

**§ 2.5.1** ~~Commercial General Liability with policy limits of not less than ($ ) for each occurrence and ($ ) in the aggregate for bodily injury and property damage.~~Worker' Compensation

| | | |
|---|---|---|
| .1 | State: | Statutory Benefits |
| .2 | Employer's Liability: | $1,000,000 per accident |
| | | $1,000,000 disease, policy limit |
| | | $1,000,000 disease, each employee |

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**§ 2.5.2** ~~Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ($ ) 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.~~Commercial General Liability with policy limits if not less than One Million ($ $1,000,000 )

| | | |
|---|---|---|
| .1 | Each Occurrence: | $1,000,000 each occurrence<br>$2,000,000 aggregate |
| .2 | Medical Expense (per person) | $10,000 each occurrence |
| .3 | Products & Completed Operations: $2,000,000 aggregate (to be maintained for a period of two years after Final Payment; Contractor 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) | |
| .4 | Personal & Advertising Injury | $1,000,000 aggregate |
| .5 | Must include explosion, collapse, and underground (X, C, and U) coverage. | |
| .6 | Must include Completed Operations coverage | |
| .7 | Must Include Contractual Liability Coverage | |
| .8 | Must Include General Aggregate Per Project Endorsement. | |

**§ 2.5.3** ~~The Architect may 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 excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, 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.~~Contractual Liability:

| | | |
|---|---|---|
| .1 | Property Damage shall be included in Commercial General Liability Coverage. | |
| .2 | Insurance sufficient to cover Architect's contractual indemnities. | |

**§ 2.5.4** ~~Workers' Compensation at statutory limits.~~Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):
Combined single limit policy in the amount of at least $1,000,000.

| | | |
|---|---|---|
| .1 | Bodily Injury (per person) | $ |
| .2 | Bodily Injury (per accident) | $ |
| .3 | Property Damage | $ |

**§ 2.5.5** ~~Employers' Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.~~Professional Liability (E&O) Coverage in at least in the following amounts:

| | |
|---|---|
| $5,000,000 | per occurrence |
| $10,000,000 | per aggregate |

Deductibles or self-insured retention amounts shall not exceed $25,000 for a project budgeted at $4 million or less, or $50,000 for a project budgeted at more than $4 million.

| | | |
|---|---|---|
| .1 | Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than five million ($5,000,000). | |

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*(Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence).*

**§ 2.5.6** ~~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.~~Umbrella Excess Liability coverages shall be:

| | | |
|---|---|---|
| .1 | $5,000,000 | each occurrence |
| .2 | $5,000,000 | aggregate |
| .3 | $ | aggregate Per Project Endorsement |

**§ 2.5.7 ~~Additional Insured Obligations.~~** ~~To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect'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.~~Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

.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.

.4 The Architect 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 Architect providing services on the Project for the duration of the Project.

.5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

.6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.7 The Architect shall obtain from each person providing services on a 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

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2. No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

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

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

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

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

2. Provide to the Architect, 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 Architect, 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 whom it contracts, and provide to the Architect:

    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 personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

7. Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

.12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will

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provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

.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 for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

~~**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

**§ 3.1** Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in ~~this Article 3 and include usual and customary structural, mechanical, and electrical engineering services.~~ Article 3 and Article 4 and include usual and customary architectural services, structural, mechanical, plumbing, civil, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction database management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate. The District will not waive any services recommended by the Architect that are required by law.
Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall ~~manage the Architect's services,~~ perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report ~~progress to the Owner.~~progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

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.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, upon request of the Owner's representative, the Architect shall make monthly presentations to Owner's Board of Trustees.

.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for its failure to provide its services in accordance with the Standard of Care.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's ~~consultants.~~ consultants in accordance with 19 TAC Section 61.140. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's ~~services.~~ services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the ~~Architect or Owner. With the Owner's approval,~~ Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

**§ 3.1.3.1** Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC § 61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G).

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Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or ~~substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.~~substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1, if applicable to the Project and required for Final Completion.

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

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

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**§ 3.2.1** The Architect shall ~~review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner..

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the ~~Owner~~ Owner, in writing, of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project."

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

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

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

~~**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

**§ 3.2.5.2** The Architect shall consider ~~the value of alternative materials, building systems and equipment,~~ and discuss with Owner sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design ~~for the Project~~ that is consistent with the Owner's program, ~~schedule,~~ schedule and budget for the Cost of ~~the Work.~~Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Architect so long as such alternatives do not increase the cost of the Work..

**§ 3.2.6** ~~The Architect shall submit to the Owner an~~ When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with ~~Section 6.3.~~Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's

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responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

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

**§ 3.3.2** The Architect shall update the estimate of the Cost of the ~~Work prepared in accordance with Section 6.3.~~Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments, with Owner having the right to approve or reject such recommendations..

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, *redesign the Project to comply with Owner's budget*, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval.

**§ 3.3.4** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

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**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of 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 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omissions, and

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comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

*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, and their respective 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.*

**§ 3.4.1.1** Errors and Omissions

**§ 3.4.1.1.1** Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner, in accordance with the Standard of Care.

**§ 3.4.1.1.2** Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product, in accordance with the Standard of Care, to detect errors and omissions before they become costly additions to the Project during construction.

**§ 3.4.1.1.3** Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

**§ 3.4.1.1.4** Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction ~~Documents.~~Documents and 19 Texas Administrative Code section 61.1031, and Texas Health and Safety Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1040 and Section 61.1031, and performed its services in accordance with the Standard of Care in executing the construction documents, and Section 61.1031.
Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1040 and Section 61.1031, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1040 and Section 61.1032. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, the Pump Act (29 USC Section 218(c)), Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service..

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**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner *and the Owner's attorney* in the development and preparation of (1) *bidding competitive purchasing, and* procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and ~~Contractor;~~ Contractor *or Construction Manager at Risk*; and (3) the Conditions of the Contract for Construction (General, Supplementary and other ~~Conditions). The~~ Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

**§ 3.4.3.1** As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

**§ 3.4.3.2** Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed $100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of $100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the ~~Work prepared in accordance with Section 6.3.~~Work. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make. Owner shall not be able to waive any services or direct any changes where recommended or required by an applicable design professional.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from

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material defects or omissions, in accordance with the Standard of Care. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

**§ 3.4.7** Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of $50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

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The Architect shall assist the Owner in establishing a list of prospective contractors. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

**§ 3.5.2 Competitive Bidding *or Purchasing***

**§ 3.5.2.1** Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Owner/Architect Agreement) and consist of the Owner/Architect Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.

**§ 3.5.2.2** ~~The~~ If requested by the Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

**.1** ~~facilitating the distribution of Bidding Documents~~ procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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

**§ 3.5.2.3** ~~If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and~~ In consultation with the Owner, the Architect shall consider requests for substitutions,if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective ~~bidders.~~bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

**§ 3.5.3 ~~Negotiated~~ Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Architect (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all

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sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

**§ 3.5.3.2** ~~The~~ If requested by Owner Architect shall assist the Owner in obtaining proposals by:

**.1** ~~facilitating the distribution~~ procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation ~~process;~~process and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;

...

**.4** evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** ~~If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions~~ In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective ~~contractors.~~contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

...

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction.~~ Construction*, as amended for the Project, and as specified in Section 3.1.6 herein*. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety."

**§ 3.6.1.2** The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

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**§ 3.6.2.1** The ~~Architect shall visit the site at~~ Architect, or his authorized representative, as a representative of the Owner, 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 interest), and at other intervals appropriate to the stage of ~~construction, or as otherwise required in Section 4.2.3, to become generally familiar with the~~ the Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work ~~completed, and to determine, in general, if the Work observed~~ completed; (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract ~~Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ Documents and on time, and; (6) to document progress of the Work, in written and photographic form.

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Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative 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 his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, ~~the Architect shall keep the Owner reasonably informed about~~ on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of 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~~ and from the most recent construction schedule submitted by the Contractor, and ~~(3)~~ (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority to require~~ 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 to the Contractor, Construction Manager at Risk, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

**§ 3.6.2.3** The Architect shall interpret and ~~decide~~ make recommendations to Owner regarding matters 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and ~~decisions~~ recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and ~~decisions,~~ recommendations, the Architect shall endeavor to secure faithful performance by both Owner and ~~Contractor, shall not show partiality to either,~~ Contractor and shall not be liable for results of interpretations or ~~decisions~~ recommendations rendered in good faith. The ~~Architect's decisions~~ Owner's recommendations on matters relating to aesthetic effect shall be ~~final if consistent with the intent expressed in the Contract Documents.~~final.

**§ 3.6.2.5** ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims~~ The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

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**§ 3.6.3.1** The Architect shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall ~~issue certificates in such amounts.~~ sign and issue Certificates for Payment in such amounts if

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such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, ~~that, to the best of the Architect's knowledge, information and belief,~~ that the Work has progressed to the point indicated, and in Architect's professional opinion, the quality of the Work is in accordance with ~~the Contract Documents, and that the Contractor is entitled to payment in the amount certified.~~ the Construction Documents and the Contract Documents and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. If Architect disputes the Contractor's payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the ~~Architect.~~Architect in writing to Owner.

...

**§ 3.6.4.1** The Architect shall review ~~the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule.~~ and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of 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. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

**§ 3.6.4.2** ~~The~~ In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions ~~or~~ 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.

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

...

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

...

**§ 3.6.5.3** 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 Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. 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, 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.

**§ 3.6.5.4** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

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**.2** issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;

**.3** receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the ~~Contract Documents and received from the Contractor;~~ Contract; and,

**.4** issue a final Certificate for Payment based upon a final inspection indicating ~~that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~the Work complies with the requirements of the Contract Documents.

**.5** For any Work that exceeds $50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

**.6** Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).

**.7** (B) Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):

(i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040(d). The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.

(ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's board of trustees for instructional facility space under subsection (h) of 19

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TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.

(iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

...

**§ 3.6.6.5** ~~Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner~~ Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner's Designated representative to review the facility operations and ~~performance.~~performance; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

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**§ 4.1.1** The services listed below are ~~not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.~~ included in Basic Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such services are not required for this Project or approved by Owner.

...

| | |
|---|---|
| **§ 4.1.1.1** Programming | Architect |
| **§ 4.1.1.2** Multiple preliminary designs | Architect |
| **§ 4.1.1.3** Measured drawings | Architect |
| **§ 4.1.1.4** Existing facilities surveys | Architect |
| **§ 4.1.1.5** Site evaluation and planning | Architect |
| **§ 4.1.1.6** Building Information Model management responsibilities | Architect |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | Architect |
| **§ 4.1.1.8** Civil engineering | Architect |
| **§ 4.1.1.9** Landscape design | Architect |
| **§ 4.1.1.10** Architectural interior design | Architect |
| **§ 4.1.1.11** Value analysis | Architect |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | Architect |
| **§ 4.1.1.13** On-site project representation | Architect |
| **§ 4.1.1.14** Conformed documents for construction | Architect |
| **§ 4.1.1.15** As-designed record drawings | Architect |
| **§ 4.1.1.16** As-constructed record drawings | Not Provided |

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| | |
|---|---|
| **§ 4.1.1.17** Post-occupancy evaluation | Not Provided |
| **§ 4.1.1.18** Facility support services | Not Provided |
| **§ 4.1.1.19** Tenant-related services | Not Provided |
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | Architect |
| **§ 4.1.1.21** Telecommunications/data design | Architect |
| **§ 4.1.1.22** Security evaluation and planning | Architect |
| **§ 4.1.1.23** Commissioning | Architect |
| **§ 4.1.1.24** Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |
| **§ 4.1.1.25** Fast-track design services | Not Provided |

...

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|---|---|
| **§ 4.1.1.27** Historic preservation | Not Provided |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | Not Provided |

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~~**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.~~
~~*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*~~

~~**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.~~
~~*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

...

**.1** Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project ~~including~~ including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

**.2** Services ~~necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~

**.3** ~~Changing or editing previously prepared Instruments of Service~~ necessitated ~~by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations~~ by ~~the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~

**.4** ~~Services necessitated by~~ decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
~~.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~
~~.10~~ .3 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~ .4 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

~~**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~
~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~
~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

**.1** Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
**.2** Two ( 2 ) visits to the site by the Architect per week during construction as required by § 3.6.2.1
**.3** Five ( 5 ) inspections for ~~any~~ each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
**.4** Five ( 5 ) inspections for ~~any~~ each portion of the Work to determine final completion.

~~**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

~~**§ 4.2.5** If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, ~~which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.~~as required by 19 Texas Administrative Code Section 61.1040. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

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**§ 5.2** The Owner shall establish and update the Owner's budget for the Project, when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall ~~identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall~~ render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees, is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Dr. Scott Muri Title: Superintendent, or designee

Owner's designated representative for day-to-day operations:

Name: Dr. Scott Muri Title: Superintendent, or his designee

**§ 5.4** ~~The Owner shall furnish surveys to describe~~ Upon written request of the Architect, the Owner shall furnish surveys known to the Owner 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.~~Other than the metes and bounds noted in the legal description of the site, the Architect shall not 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 the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

**§ 5.5** The Owner ~~shall~~ may 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.

~~**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~

~~**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.~~

**§ 5.9** The Owner shall furnish tests, inspections and reports ~~required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~that are required by law or the Contracts to be furnished by the Owner. To the extent that tests, inspections and reports are not

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required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services..

**§ 5.10** ~~The Owner shall furnish all legal, insurance~~ Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of ~~Service.~~Service and Architect shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Architect. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project, in accordance with the Standard of Care.

**§ 5.12** The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
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~~**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

**§ 6.1** For purposes of ~~this Agreement,~~ the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the ~~Architect;~~ Architect or the Architect's consultants; the costs of the land, rights-of-way, financing, or contingencies for changes in the ~~Work;~~ Work, alternate designs of the Architect that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as ~~required~~ allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, ~~the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.~~if the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget."

**§ 6.3** The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to

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quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of ~~the Project;~~ the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ~~The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~ may be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, ~~quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated ~~proposal,~~ proposal prior to commencement of the Work, the Owner shall

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**.2** authorize rebidding or renegotiating of the Project within a reasonable ~~time;~~time, and/or authorize a different construction procurement method, consistent with State law;

...

**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;~~or,~~

**.5** implement any other mutually acceptable ~~alternative.~~alternative; or,

**.6** direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section ~~6.6.4, the Architect~~ 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents~~ The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under this Article 6.

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**§ 6.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the Standard of Care, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.



**§ 7.1** The Architect and the Owner warrant that in transmitting ~~Instruments of Service,~~ Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** ~~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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

Architect shall provide to Owner, as a "Work Made for Hire," all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents," that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

**§ 7.3** The ~~Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as builts" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason,

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the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

...

**§ 7.4** ~~Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner~~ The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer ~~any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

...

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the ~~binding~~ dispute resolution method selected in this Agreement and within the period specified ~~by applicable~~ by this Agreement and by Texas law, but in any case not more than ~~10~~ 8 years after the date of Substantial Completion of the ~~Work.~~ Work unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all ~~claims and~~ causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.1.1** All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL), or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board of Trustees at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**§ 8.1.1.2** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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.

**§ 8.1.2** ~~To~~ Only to the extent damages are fully covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract ~~for Construction.~~ for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect ~~and Owner waive~~ waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's termination of this Agreement, except as specifically provided in Section 9.7.~~Owner's termination of this Agreement. *In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.*

**§ 8.1.4** When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.



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**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to ~~binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~the institution of legal or equitable proceeding, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section s.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them 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 this Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. ~~The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~
In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.
**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the ~~place where the Project~~ county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be ~~enforceable as settlement agreements in any court having jurisdiction thereof.~~reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties' authorized representatives, if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the ~~method of binding dispute resolution shall be the following:~~parties shall submit the dispute or claim(s) to a court of competent jurisdiction.:
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~~[ ]~~ ~~Arbitration pursuant to Section 8.3 of this Agreement~~
[ X ] Litigation in a court of competent jurisdiction

~~[ ]~~ ~~Other: *(Specify)*~~

~~If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.~~
The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to nonbinding arbitration. However, neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.
**§ 8.2.5** Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, 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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**§ 8.3** ~~Arbitration~~The provisions of this Article 8 shall survive the termination of this Agreement.
**§ 8.3.1** ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

**§ 8.3.1.1** ~~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, dispute or other matter in question 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, dispute or other matter in question.~~

**§ 8.3.2** ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

**§ 8.3.3** ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

**§ 8.3.4 Consolidation or Joinder**
**§ 8.3.4.1** ~~Either party, at its sole discretion, 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).~~

**§ 8.3.4.2** ~~Either party, at its sole discretion, 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.~~

**§ 8.3.4.3** ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

**§ 8.4** ~~The provisions of this Article 8 shall survive the termination of this Agreement.~~

**§ 9.1** If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this ~~Agreement,~~ Agreement and Texas law, such failure shall be considered substantial nonperformance and cause for ~~termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall~~ termination. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code section 2251.051 et seq. Before resuming services, the Owner may pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the ~~Project,~~ Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect~~

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~~shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules ~~shall~~ may be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 ~~cumulative~~ consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than ~~seven~~ twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~together with Reimbursable Expenses then due..

**§ 9.7** ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~**.1** Termination Fee:~~

~~**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, 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 Architect 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; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of ~~Substantial~~ Final Completion.

**§ 9.9** The Owner's rights to use the Architect's ~~Instruments of Service~~ Construction Documents in the event of a termination of this Agreement are set forth in Article 7 and Section ~~9.7.~~11.9.

**§ 9.10** This Agreement may be terminated by Owner at any time if Architect 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.



**§ 10.1** This Agreement shall be governed by the law 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 8.3.~~State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

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**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for ~~Construction.~~Construction as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the ~~other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~other.

**§ 10.4** If the Owner requests the Architect to execute certificates, the ~~proposed~~ language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. ~~If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of~~ The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

...

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site.~~site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

**§ 10.7** ~~The Architect shall have the right to~~ With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such ~~representations.~~ representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except ~~as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, 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 Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

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**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order,~~ or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
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**§ 10.10** NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11** APPLICABLE LAW. This Agreement is subject to all applicable federal and State of Texas 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.

**§ 10.12** CONFLICT OF DOCUMENTS. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.13** RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of Architect 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 Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**§ 10.15** Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect 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.

**§ 10.16** CHILD SUPPORT. 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 this 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.

**§ 10.17** By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Architect 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 Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement."

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**§ 10.18** Architect 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 Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.20**

1. By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect 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 Architect 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 Architect that Architect provide that information to the District.

2. The Architect 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 Architect 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 Architect; or

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

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

    5. 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.

    6. If an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

    7. If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of $100,000 or more, Contractor certifies by submitting Contractor'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.

    8. As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value

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of $100,000 or more, Contractor certifies by submitting Contractor'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.

**§ 10.21** CRIMINAL HISTORY RECORD CHECKS:

**§ 10.21.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21) of Architect, its subcontractors, or any subcontracting entities who will perform the Work, Architect 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. Architect'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 Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 10.21.2** Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 Architect agrees to immediately discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any subconsultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 10.21.3** For the purposes of this Section, "covered employees" means employees, agents, or applicants of Architect who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "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 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; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

**§ 10.21.4** Architect's violation of this section shall constitute a substantial failure under Article 14.

**§ 10.21.5** Architect shall assume all expenses associated with the background checks.

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect ~~as follows:~~for all undisputed payments set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance

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with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

**PAGE 34**

~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~Compensation for all the services described above is based on our understanding of the scope of work as presented by Ector County ISD will be billed at 6.5% of the construction value for the scope of the project.

...

*(Describe the method of compensation)*

NONE

...

**§ 11.2** ~~For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:~~
~~*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*~~

...

As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

**§ 11.4** Compensation for ~~Supplemental and~~ Additional Services of the Architect's consultants when not included in Section ~~11.2 or~~ 11.3, shall be the amount invoiced to the ~~Architect plus percent ( %),~~ Architect, or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for ~~Supplemental or~~ Additional Services.)*

There will be no additional services without the prior written authorization of the Owner. We do not anticipate that additional service fees will apply as the scope of work is understood by PBK.

...

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | ten | percent ( | 10 | %) |
| Design Development Phase | twenty | percent ( | 20 | %) |
| Construction Documents Phase | thirty-five | percent ( | 35 | %) |
| Procurement Phase | five | percent ( | 5 | %) |
| Construction Phase | thirty | percent ( | 30 | %) |

**PAGE 35**

**§ 11.6.1** ~~When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

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**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. ~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~

...

| | |
|---|---|
| Partner | $350.00 |
| Principal | $305.00 |
| Associate Principal | $270.00 |
| Project Manager/Associate | $245.00 |
| Architect | $225.00 |
| Intern | $135.00 |
| Field | $125.00 |
| Office | $95.00 |

...

~~**.1** Transportation and authorized out-of-town travel and subsistence;~~
~~**.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
~~**.3**~~ Permitting and other fees required by authorities having jurisdiction over the Project;
~~**.4** Printing, reproductions, plots, and standard form documents;~~**.2** Printing, and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
~~**.5** Postage, handling, and delivery;~~**.3** Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
~~**.6**~~ **.4** Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
~~**.7**~~ **.5** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner ~~or required for the Project;~~
~~**.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~after Architect's provision of one artist's rendering and one model or mock-up of each building in the Project;
~~**.9** All taxes levied on professional services and on reimbursable expenses;~~
~~**.10** Site office expenses;~~
~~**.11**~~ **.6** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable ~~Objective; and,~~
~~**.12** Other similar Project-related expenditures.~~Objective.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be only the actual the expenses incurred by the Architect and the Architect's ~~consultants plus percent ( %) of the expenses incurred.~~consultants.

~~**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

**Compensation For Use Of Architect's Construction Documents.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.



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~~**§ 11.10.1.1** An initial payment of ( ($ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments ~~are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date~~ for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than 30 days after Owner's receipt of the invoice 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 Architect.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~%~~
below specified by Texas Government Code § 2251.025 or its successor.(NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with "30" if the school board meets more often than once per month and with "45" if the school board meets once per month.)
**§ 11.10.2.2** The Owner ~~shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ may withhold payments after appropriate notice as to the reasons for the withholding to the Architect for the purposes of reimbursing Owner for any damages caused by the Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement.
**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times.~~provided to the Owner upon presentation of Architect's progress payment applications.

**§ 11.11** Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project

...

~~(Include other terms and conditions applicable to this Agreement.)~~
**§ 12.1** INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES

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CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

**§ 12.2** THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT."

**§ 12.3** 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 12.1, 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."

**§ 12.4** It is understood and agreed that Article 12 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

**§ 12.5** RECORDS RETENTION. Architect shall keep all accounting and construction records on the Project for a period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 12.6** COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at Mailing address: PO Box 12337, Austin, TX 78711; Physical: 505 E. Huntland Dr., Ste. 350, Austin, TX 78752; Telephone: 512.305.9000; Fax 512.305.8900; or on the web at https://www.tbae.texas.gov.

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**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or ~~oral.~~ oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument ~~signed by both the Owner~~ approved by the Owner's Board of Trustees and signed by both the Owner's designated representative and Architect.

...

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

~~**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~, as amended for this Project;

~~**.3**~~ **.2** Exhibits:

...

[ X ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A: Owner's Program for the Project
Exhibit B: PBK Fee Proposal Letter dated February 27, 2024
Exhibit C: Hourly Billing Rates

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~~.4~~ .3 Other documents:

...

AIA Document A 201-2017, General Conditions of the Contract for Construction, as amended for this Project.

This ~~Agreement~~ Amendment to AIA Document is entered into as of the day and year first written above.
**PAGE 38**

| | |
|---|---|
| Scott Muri, Ed. D. ECISD Superintendent of Schools | Darrell Pearson, Partner |
| *(Printed name and title)* | *(Printed ~~name, title, and license number, if required)~~name and title)* |

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , 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 15:39:42 ET on 03/19/2024 under Order No. 3104239853 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# BOND 2023 UPDATE

Superintendent and Board of Trustees will discuss various aspects of the 2023 Bond.

# BOND 2023

School Board Update

March 26, 2024





# FINANCE



ECISD
BOND 2023

**ECISD**
**Bond 2023**
**Costs by Project**
**as of 3/20/2024**

Ector County Independent School District

| Project Name | Budget | Encumbrance | Actual | Available |
|---|---|---|---|---|
| MIDDLE SCHOOL | 120,000,000 | | | 120,000,000 |
| PRIORITY 1&2 ITEMS | 117,783,000 | 3,580 | | 117,779,420 |
| HS/CTE CENTER | 80,000,000 | | | 80,000,000 |
| TRANSPORTATION FACILITY | 35,000,000 | | | 35,000,000 |
| AUDITORIUM RENO-PHS | 12,500,000 | | | 12,500,000 |
| TECHNOLOGY-PA, BELL, CLOCK, FA SYS | 10,000,000 | | | 10,000,000 |
| LAND PURCHASE | 9,000,000 | 20,614 | 29,200 | 8,950,186 |
| TRANSITION LEARNING CENTER | 8,000,000 | | | 8,000,000 |
| AG FARM BUILDINGS-CTE | 7,500,000 | | | 7,500,000 |
| TECHNOLOGY ITEMS-SURVEILLANCE | 6,000,000 | | | 6,000,000 |
| FINE ARTS INSTRUMENTS | 3,665,000 | 275,296 | 26,931 | 3,362,773 |
| TECH ITEMS-FLT PNL BDS,AV EQP | 3,500,000 | 401,250 | 2,853,412 | 245,338 |
| TECHNOLOGY - PHONE SYS | 2,500,000 | | | 2,500,000 |
| TRANSPORTATION BUSES | 2,450,000 | | | 2,450,000 |
| JROTC FACILITY | 1,500,000 | | | 1,500,000 |
| TECHNOLOGY ITEMS - AV EQUIP | 1,500,000 | | | 1,500,000 |
| ATH-MS TENNIS COURT RESURFACE | 480,000 | 207,417 | | 272,583 |
| MS UNIF-BAND&MARIACHI | 685,000 | | | 685,000 |
| ATH-BB & TENNIS LIGHTS-OHS | 650,000 | 600,000 | | 50,000 |
| ATH-MS GYM BLEACHERS | 1,000,000 | 845,158 | | 154,842 |
| ATH-BASEBALL LIGHTING-PHS | 400,000 | 399,999 | | 1 |
| MS PERFORMANCE RISERS | 150,000 | | | 150,000 |
| **Totals** | **$ 424,263,000** | **$ 2,753,314** | **$ 2,909,543** | **$ 418,600,143** |
| **Percent** | 100% | 1% | 1% | 99% |

# FUTURE ACTIONS



ECISD
BOND 2023

- RFQ Results - Geotechnical & Special Testing
- RFQ Results - Construction Manager at Risk

# THANK YOU







# THIRD PARTY PROJECT OVERSIGHT



ECISD
BOND 2023

# THIRD PARTY PROJECT OVERSIGHT

- RFQ 24-16: 02/14/2024 – 02/29/2024
- 4 total respondents
- 3 finalists

  Gallagher Construction Company, LP – Richardson, Texas
  TWS Advisory Group – San Antonio, Texas
  PROCEDEO– Cedar Park, Texas

- Interview Committee:

| | |
|---|---|
| Jesús Flores | Construction Supervisor |
| Kent Clark | Facilities Department Supervisor |
| Gary Weatherford | Director of Facilities |
| Stacey Nuñez | Director of Operations |
| Sam Magallán | Executive Director of Operations |

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Anthony Sorola, Associate Superintendent Athletics/Human Capital/Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF SCHOOL DISTRICT FACILITIES CONSTRUCTION DELIVERY METHOD BY BOND 2023 PROJECT AND DELEGATE TO THE SUPERINTENDENT AUTHORITY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GORDIAN**

**DATE:** March 26, 2024

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It is the recommendation of the administration that the Board of Trustees approve the following construction delivery methods for the Bond 2023 projects listed below:

- JROTC Facilities at Permian HS & Odessa HS: Competitive Sealed Proposal
- Priority I and II Projects Districtwide: Job Order Contract

and delegate to the Superintendent authority to negotiate and execute an agreement with Gordian for job order contract services at an amount not to exceed $121,058,813 for completion of Priority I and II Projects:

**********

Administrative Recommendation:

Approval of the construction methods identified for the Bond 2023 projects listed above and delegation to the Superintendent authority to negotiate and execute an agreement with Gordian for job order contract services up to the specified amount.

GORDIAN®

# PROFESSIONAL SERVICES AND LICENSE AGREEMENT

This professional services and license agreement (the "Agreement") is entered into and effective as of _____ by and between Ector County Independent School District, whose address is 802 N. Sam Houston, Odessa, TX 79760 ("Owner"), and The Gordian Group, Inc., whose address is 30 Patewood Drive, Suite 350, Greenville, South Carolina 29615 ("Gordian") (each a "Party" and, collectively, the "Parties").

## RECITALS

Owner desires to engage the services of a firm to perform services related to the development, implementation, and support of a Job Order Contracting ("JOC") program (the "Services") in accordance with the terms and conditions set forth herein. Gordian has the necessary skills and expertise required to perform the Services and is willing and able to provide the Services to Owner

National Intergovernmental Purchasing Alliance Company ("OMNIA") is a national service cooperative created to provide programs and services to members in education and government, and is authorized to establish competitively awarded cooperative purchasing contracts, through a lead agency model, on behalf of itself and its member agencies. Gordian and the University of California have entered into a competitively awarded agreement, Contract Number 2021002786 dated January 8, 2021, (the "Underlying Contract") for the purchase of JOC Services. The Underlying Contract provides that any OMNIA members may purchase JOC Services directly from Gordian at the prices stated in the Underlying Contract.

Owner is an OMNIA member and is authorized to enter into this Agreement. Owner desires, through this Agreement, to procure certain services set forth in the Underlying Contract in accordance with the pricing and other terms set forth in the Underlying Contract which is incorporated by reference herein in Exhibit A. The parties intend that this Agreement, including all additional terms stated in this Agreement that are not expressly stated in the Underlying Contract, and the Underlying Contract serve as the Agreement between the parties. Notwithstanding the foregoing, neither party shall be obligated to comply with any provision of the Underlying Contract to the extent any such provision is not in compliance with, or contrary to, Texas law, or inapplicable to the relationship of the parties under this Agreement.

Therefore, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

## TERMS AND CONDITIONS

1. **TERM**. Owner hereby retains Gordian as Owner's JOC Services provider for the term commencing on the date of this Agreement and expiring 24 months after the award of the first JOC construction contract (the "Term"), unless terminated or extended as provided for herein. This Agreement may be extended for three additional periods of 12 months each by the mutual written agreement of the parties.

2. **DUTIES**

   2.1 **Gordian's Duties**. In addition to any other duties and responsibilities set forth in this agreement and incorporated attachments, Gordian shall assume the following duties and responsibilities:

   (A) Gordian agrees to perform the services ("Services") set forth in the Underlying Contract and detailed in scope of work attached as Exhibit B, which is incorporated by reference herein, using a reasonable and customary professional degree of care for the type of work being performed.

   (B) Gordian grants Owner, for the term of this Agreement, a license ("JOC System License") to Gordian's Job Order Contracting System and other related proprietary materials (collectively, the "Proprietary Information") as set forth in Exhibit D, which is incorporated by reference herein.

2.2 **Owner's Duties**. In addition to any other duties and responsibilities set forth in this agreement and incorporated attachments, Owner shall assume the following duties and responsibilities:

(A) Owner shall review all documentation and requests for information submitted by Gordian in a timely manner.

(B) Owner shall provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current Owner procedures, programs, technical specifications and bidding information.

(C) Owner shall designate, in writing, a representative who shall render or obtain decisions pertaining to the JOC program in a timely manner.

(D) Owner shall provide workspace and access to the Internet, copiers, printers, facsimile machines, and local telephone service for use by Gordian's on-site staff.

(E) Owner shall be responsible for reproduction of the Construction Task Catalog®, Technical Specifications, Contract and General Conditions, Instructions to Bidders and Bid Forms, including the bid packages distributed to interested construction contractors.

3. **COMPENSATION**. . In consideration of the Services and JOC System License provided by Gordian, Gordian shall be paid the applicable fees ("Fees") set forth in Exhibit C, which is incorporated herein by reference.

4. **TERMINATION**.

4.1 Owner may terminate this Agreement for any reason by providing written notice to Gordian specifying the reason for termination and the effective date of termination, which shall be a minimum of 30 days after the date such notice is given. In the event Owner exercises such termination right, Owner shall pay Gordian, within 30 days, the Fees for all work ordered prior to the effective date of termination.

4.2 Either party may terminate this Agreement for cause if the other party fails to fulfill its obligation under this Agreement or violates any of the material provisions of this Agreement, by providing written notice to the breaching party specifying the cause for such termination and the termination date, which shall be a minimum of 15 days after the date such notice is given. In the event Gordian exercises such termination right, Owner shall pay Gordian, within 30 days, the Fees for all work ordered prior to the effective date of termination.

4.3 Notwithstanding the foregoing, it shall be a condition precedent to either Party's right to terminate for cause that (i) the terminating Party shall first have given the other Party written notice stating with specificity the nature of the alleged breach and (ii) if such breach is susceptible of cure or remedy, a period of fifteen (15) days from and after the giving of such notice shall have elapsed without the breaching party having effectively cured or remedied such breach during such 15-day period, unless such breach cannot be cured or remedied within fifteen (15) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days) provided the breaching Party has made and continues to make a diligent effort to effect such remedy or cure.

5. **INTELLECTUAL PROPERTY OWNERSHIP.** Gordian alone shall own all right, title and interest, including all related Intellectual Property Rights in the Proprietary Information, the Services, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Proprietary Materials or the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Proprietary Information, Services, or the Intellectual Property Rights owned by Gordian. Use of Gordian's Proprietary Information is governed by the JOC System License as set forth in Exhibit D.

6. **INDEMNIFICATION**. Gordian agrees to indemnify and hold harmless Owner and its officers, agents, and employees from all claims against Owner or its officers, agents, or employees to the extent arising out of any negligent act of Gordian or its officers, agents, employees, or subcontractors. To the extent permitted by Texas law and Constitution, Owner agrees to indemnify and hold harmless Gordian and its officers, agents, employees, and subcontractors from any and all claims against Gordian or its officers, agents, employees or subcontractors to the extent arising out of any negligent act of Owner or its officers, agents or employees.

7. **INSURANCE**.

   7.1 **Required Insurance**. Gordian, at its sole cost and expenses, shall obtain and maintain coverage as set forth in Exhibit E, which is incorporated by reference herein, for the Term of this Agreement.

   7.2 **Certificates of Insurance**: Gordian shall provide certificates of insurance to Owner within 7 days of signing of this Agreement. Such certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

   7.3 **Additional Insured**: All policies except Workers Compensation and Professional Liability shall cover the Owner as an additional insured.

   7.4 **Waiver of Subrogation**. Waiver of subrogation language shall be included in all policies required by this Agreement.

   7.5 **Notice of Cancelation**. Gordian agrees that no required insurance policy may be canceled until after Gordian has given 30 days prior written notice to Owner unless such policy is replaced with a policy that meets the requirements hereunder.

   7.6 **Claims Reporting and Handling**: Gordian is responsible for reporting of claims to its insurers. Owner shall notify Gordian in writing as soon as practicable after notice of an injury or claim is received and shall reasonably cooperate in the defense of such injury or claim.

8. **EQUAL OPPORTUNITY EMPLOYEMENT**. Gordian shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital/domestic partner status or disability, except where any of the above is a bona fide occupational qualification or need. Gordian has an affirmative action program to ensure that applicants are employed, and employees are treated during employment without regard to race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital/domestic partner status or disability. Such action includes, but is not limited to, hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

9. **FORCE MAJEURE**. Neither party shall be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars or an act of God beyond the control of the parties and outside the scope of the parties' respective disaster plans that make performance of the obligations impossible.

10. **INDEPENDENT CONTRACTOR STATUS**. Gordian is an independent contractor, and neither Gordian nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of Owner. Owner will not be legally responsible for any negligence or other wrongdoing by Gordian, its employees, servants or agents. Owner will not withhold from payments to Gordian any federal, state or unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Gordian or its employees, servants or agents. Furthermore, Owner will not provide to Gordian any insurance coverage or other benefits, including workers' compensation, normally provided by Owner for its employees.

11. **TAXES**. Unless expressly provided otherwise in this Agreement, the Fees set forth in this Agreement do not include taxes. It is expressly understood that Owner is a tax-exempt entity. In the unlikely event that owner loses its tax-exempt status in the future, Owner agrees to pay any taxes arising out of the Agreement, other than those based on Gordian net income.

12. **ASSIGNMENT**. Neither Party shall assign, transfer, convey or otherwise dispose of its rights, obligations or interests under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Gordian may assign its rights and obligations under this Agreement to Gordian's affiliates, parent companies or subsidiaries to effect a corporate reorganization, consolidate with, or merge into, Gordian's affiliates, parent companies or subsidiaries.

13. **CHOICE OF LAW AND VENUE**. This Agreement and the work performed hereunder shall be governed in all respects by the laws of the State of Texas, and the jurisdiction, venue and forum for any litigation with respect hereto shall be in the state or federal courts located within Ector County, and in no other court.

14. **WAIVER**. The failure of either party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right, or any other right. The waiver by either Party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.

15. **NOTICES**. Unless otherwise provided for herein, all notices and other communications required by this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

    15.1 **Notice to Gordian**.

    The Gordian Group, Inc.
    Attn: Legal Department
    30 Patewood Drive, Suite 350
    Greenville, SC 29615
    Phone: (800) 874 2291
    Email: legal@gordian.com

    15.2 **Notice to Owner**.

    Ector County ISD
    Attn: Jerry Mahana, Director of Purchasing
    802 N. Sam Houston
    Odessa, TX 79761
    jerry.mahana@ectorcountyisd.org
    432-456-9719

16. **SEVERABILITY**. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining clauses, phrases, sentences, paragraphs or sections of this Agreement.

17. **HEADINGS**. The headings of the various paragraphs herein are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this agreement.

18. **ENTIRE AGREEMENT**. This Agreement, including all exhibits, attachments, or documents incorporated by reference, constitutes the entire and integrated agreement between Owner and Gordian and may be amended

only by written instrument approved by both parties. This Agreement supersedes any other agreements or understanding between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party nor may be employed by either Party for interpretation purposes in any dispute involving this Agreement.

| Owner | The Gordian Group, Inc. |
| --- | --- |
| By: _____ | By: _____ |
| Authorized Signature | Authorized Signature |
| _____ | _____ |
| Name and Title | Name and Title |
| _____ | _____ |
| Date | Date |

## EXHIBIT A

**UNDERLYING CONTRACT**

The Underlying Contract is University of California Purchasing Agreement # 2021002786 between the University of California and The Gordian Group, Inc., effective January 8, 2021, a copy of which has been provided to Owner prior to execution of this Agreement.

# EXHIBIT B

## SCOPE OF WORK

Gordian will perform the following duties and responsibilities to complete the Services:

1. **Required Services:** Gordian shall provide the following services ("Required Services") to Owner for the term of this Agreement:

   **a) Program Development, Implementation and Support:** Gordian shall be responsible for the development, implementation, and on-going support of the Owner's customized JOC program.

   b) **Contract Documents:** Gordian shall be responsible for preparing the JOC documents that will be used by the Owner to procure the JOC construction contractors including:

      i. **Unit Price Book(s):** Gordian shall prepare one or more customized Unit Price Books (also known as a Construction Task Catalog®) containing prices covering material, equipment, and labor costs for various units of construction, and adjusting these costs to current market conditions. Only local prevailing wages and local material and equipment costs (obtained directly from local, contractors, subcontractors, and suppliers) to price the Unit Price Books shall be used. The use of generic factors to localize prices is not acceptable. Unit prices for demolition shall be provided for each construction task. Therefore, every cost to install an item or unit shall be accompanied by a corresponding cost to remove the same item or unit. Tasks may also have several modifiers which adjust the price for variations in materials or for quantity discounts; and

      ii. **Technical Specifications:** Gordian shall prepare and publish Technical Specifications describing the materials, performance, and installation requirements for each of the construction tasks listed in the unit price book. Where available, the Owner standard specifications shall be incorporated into the Bid Documents; and

      iii. **Contractual Terms and Conditions and Bid Forms:** Gordian shall prepare, in conjunction with Owner staff, contractual terms and conditions and bid forms which incorporate JOC language and forms with all appropriate Owner contract language and forms.

   c) **Information Management System:** Gordian shall be responsible for providing the Owner with a comprehensive web-based JOC Information Management System (hereinafter referred to as "IMS") for an unlimited number of Owner users. The JOC IMS must be capable of providing full project tracking, developing cost proposals, preparing independent Owner estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking MBE participation, and generating customized reports; and

   d) **Procurement Support:** Gordian shall be responsible for providing Owner with procurement support to market the Owner JOC Program to potential JOC Contractor's. If required by the Owner, Gordian shall conduct a bidder prequalification process to determine a qualified list of bidders. Gordian shall be required to organize and conduct pre-bid meetings with the interested bidders as well as make presentations on behalf of the Owner with various business and Construction organizations. Gordian's staff assigned to perform procurement support must have JOC procurement experience; and

   e) **Training Programs:** Gordian shall be responsible for developing and conducting all training programs for the Owner and JOC Contractor staff to ensure that the JOC program functions properly. The training programs must include specialized training courses that will involve all Owner staff and JOC Contractors utilizing and administering the JOC program. The training

programs must include extensive training on the use of the JOC IMS. All training must be "hands on" with user competency as the objective. Actual Owner projects that the Owner plans to perform through JOC may be included in the training programs; and

f) **Job Order Development:** Gordian shall be responsible for providing the following Job Order Development services:

i. **Project Identification:** When a project is identified and requested by Owner, Gordian will contact Owner and assist with determining whether the project is appropriate for JOC.

ii. **Contractor Identification:** In the event Owner has multiple JOC Contractors, Gordian will assist the Owner in identifying the appropriate JOC Contactor for the project based on factors which include, but are not limited to, the type of work involved and the location of the project.

iii. **Joint Scope Meeting:** The Gordian's project manager will schedule a Joint Scope Meeting at the project site to help Owner and the JOC Contractor agree on the details of the work that the JOC Contractor will perform. The purpose of the scoping process is to allow the JOC Contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal. The goals of this process are to foster open communication, reduce misunderstandings and mistakes that lead to change orders, and provide results that are more cost-effective and collaborative.

iv. **Develop Detailed Scope of Work:** Gordian will assist in preparing a Detailed Scope of Work that describes the work the JOC Contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.

v. **Request for Price Proposal:** After all parties agree that the Detailed Scope of Work properly reflects the work to be performed, Gordian's project manager will send the Detailed Scope of Work and a Request for Proposal to the JOC Contractor.

vi. **Request Price Proposal:** As the next step in the process, the JOC Contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Unit Price Book. Gordian's IMS will automatically multiply the unit price of the task by the required quantities by the JOC Contractor's competitively bid Adjustment Factor. Gordian shall also request the JOC Contractor's preparation of any additional Owner required information (e.g., construction schedule, list of proposed local subcontractors, etc.).

vii. **Price Proposal Review:** Gordian's project manager will review the Price Proposal to make sure the JOC Contractor has selected the appropriate tasks and quantities and will ask the JOC Contractor to make any required changes. Gordian will also obtain and review any Owner required information submitted by the JOC Contractor such as a construction schedule and list of proposed subcontractors. Gordian's project manager will submit the Price Proposal and related documents to Owner.

viii. **Issue Job Order:** Once Owner approves the Price Proposal and related documents, and decides to move forward with the project, Owner is then responsible for the issuance of a job order (which may be in the form of a purchase order) to the selected JOC Contractor.

ix. **Construction Management:** During construction, Owner's project managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or Owner desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order.

g) **On-Going Technical Support:** Gordian shall be responsible for providing extensive on-going technical support to the Owner during normal business hours, excluding holidays. On-going technical support shall include providing updated contract documents, assisting with the procurement of additional JOC Contractors, providing Owner with access to all applicable updates and revisions to the IMS, and providing training for new Owner staff and JOC Contractors during the term of the Agreement. Providing on-going technical support is considered a vital component to ensuring a successful Owner JOC program.

2. **Optional Project Management Services**: On a project-by-project basis, Gordian shall provide project management services ("Project Management Services") to Owner, to be requested by Owner in its sole discretion. The Project Management Services shall include the following:

   a) **Preconstruction**: Gordian's project manager will assist Owner in determining whether professional design services are required and conduct a pre-construction meeting with the Owner's representative(s), the JOC Contractor and, if applicable, the architect or engineer to review the basic project parameters and funding. Where design services are required, the project manager will work with the architects or engineers to coordinate necessary studies and design standards, and deliver plans and specifications that maximize the benefits of JOC for each Owner project. Next, the project manager will coordinate and share any preconstruction information with Owner, the JOC Contractor and other appropriate parties, and will assist in the coordination of the JOC Contractor obtaining the necessary permits.

   b) **Site Visit**: During construction, Gordian's project manager will monitor the JOC Contractor's work in-progress, manage the JOC Contractor's compliance with the approved safety plan and complete a report for each site visit.

   c) **Communication**: Gordian's project manager will provide weekly construction status reports to Owner, conduct project progress meetings with the JOC Contractor and staff on a periodic basis, and coordinate any required technical and code inspections.

   d) **Supplemental Job Orders**: In the event there are unforeseen conditions or Owner requests changes to the Detailed Scope of Work after construction has begun, Gordian's project manager will analyze and process a supplemental Job Order by utilizing the procedures to develop the initial Job Order.

   e) **Approvals:** Gordian's project manager will review and recommend for approval, or direct necessary revisions to, the JOC Contractor's applications for payment and obtain Owner's approval of the work. Final acceptance of the work will be the responsibility of Owner. Technical and code inspections will be the responsibility of the appropriate inspection agencies.

   f) **Project Close-out**: As the final step in the process, Gordian's project manager will enter all Job Order related information into the IMS and collect any required as-builts, warranties and OEMs from the JOC Contractor.

3. **Additional Services**: Owner may, at its sole discretion, elect to receive any of the services set forth in the Underlying Contract at the pricing and terms set forth therein. Gordian shall not provide any additional services except as set forth in this Agreement unless such additional services are authorized by Owner through the issuance of a purchase order or similar written authorization issued to Gordian by Owner.

## EXHIBIT C

### FEES AND PAYMENT

1. **Fees for Required Services**: In consideration of the Required Services set forth Exhibit B of this Agreement and the JOC System License granted to Owner, Gordian shall be paid Fees according to the following schedule.

   **a) JOC System License Fee**: Owner shall pay Gordian a JOC System License Fee equal to 1.95% of the value of the work ordered. The JOC System License Fee shall be payable when a Job Order is issued to the JOC Contractor.

   **b) Job Order Development Fee:** Owner shall pay Gordian a Job Order Development Fee of 3.05% of the value of work ordered. The Job Order Development Fee shall be payable when a Job Order is issued to the JOC Contractor.

   c) **Discounted JOC System License Fee**: In the event Owner exceeds the procurement of 8,000,000 in construction volume through the JOC program, Owner shall be entitled to a discount on the JOC System License Fee during any subsequent contract year following the attainment of the $8,000,000 threshold. The discount shall be determined by calculating the volume of construction procured by Owner during the contract year in which the $8,000,000 threshold is attained and applying the annual volume discount for the subsequent contract year as determined by the table below. The applicable discount may vary for each contract year, and the discount to be applied during any contract year subsequent to the attainment of the $8,000,000 threshold shall be calculated by determining the construction volume procured during the immediately preceding contract year and applying the discount as determined by the Volume Discount Table.

## VOLUME DISCOUNT TABLE

| Annual Volume | Discount | Discounted Rate |
|---|---|---|
| $0 - $5MM | 0% | 1.95% |
| >$5MM - $7MM | 10% | 1.76% |
| >$7MM - $10MM | 11% | 1.74% |
| >$10MM - $13MM | 13% | 1.70% |
| >$13MM - $16MM | 15% | 1.66% |
| >$16MM - $20MM | 16% | 1.64% |
| >$20MM - $25MM | 17% | 1.62% |
| >$25MM - $30MM | 18% | 1.60% |
| >$30MM - $35MM | 19% | 1.58% |
| >$35MM - $40MM | 20% | 1.56% |
| >$40MM - $50MM | 21% | 1.54% |
| >$50MM - $60MM | 22% | 1.52% |
| >$60MM - $70MM | 23% | 1.50% |
| >$70MM | 24% | 1.48% |

2. **Fees for Optional Services:** In consideration of the optional Project Management Services or Additional Services set forth set forth in Exhibit B of this Agreement, Gordian shall, in addition to the applicable fees for the Required Services, be paid fees according to the following schedule:

   a) **Project Management Fee**: Owner shall pay Gordian a Project Management Fee equal to 5.95% of the value of work ordered for requested Project Management Services. The Project Management

Fee shall be payable upon completion and acceptance of the work by Owner, except at Gordian's election Job Orders requiring more than 60 days to complete may be invoiced monthly on a percentage of completion basis.

b) **Additional Services Fee**: Owner shall pay Gordian fees for Additional Services at the rates set forth in the Underlying Contract.

**3.** **Invoicing and Payment**: Gordian shall submit invoices for the Services to Owner monthly. Invoices for Fees shall include a description of all work ordered through the JOC program during the month. Invoices for Additional Services shall include a detailed description of the Additional Services provided during the month. Owner shall pay Gordian's invoices within 30 calendar days from the date of receipt of an invoice by the Owner's authorized representative. Any invoice not disputed by Owner in writing within 14 calendar days from the invoice date shall be deemed proper. In the event of a dispute, Owner shall pay all undisputed invoice amounts within 30 days of the receipt date of the original invoice by the Owner.

**4.** **Contractor License Fee**: It is understood that Gordian shall charge participating construction contractors a Contractor Licensing Fee ("CLF") of one percent (1%) of the value of the work ordered for the JOC Contractors' access to the Gordian's proprietary construction data and JOC applications. Gordian shall be responsible for all administrative duties relating to the invoicing and collections of the CLF.

# EXHIBIT D

## JOC SYSTEM LICENSE

Gordian hereby grants to Owner, and Owner hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating Owner's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the JOC Information Management System (as defined below) applications and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), construction cost data, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and Owner shall return to Gordian all Proprietary Information in Owner's possession.

Owner acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. Owner further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Owner, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide to Owner all project data generated by Owner in a form accessible by a standard database program, such as Microsoft® Access®.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by Owner, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when Owner awards the contract, and provided the Contractor agrees to abide by the terms and conditions of the JOC System License Agreement presented as part of their use of the software. No other third-parties may access the Proprietary Information without Gordian's Consent.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by Owner, this JOC System License shall take precedence.

## EXHIBIT E

### INSURANCE

Gordian, at its sole cost and expense, shall obtain and maintain the following insurance during the term of this Agreement:

1. **Commercial General Lability**: A policy of commercial general liability insurance in the amount of $2,000,000 per occurrence and $5,000,000 in the aggregate.

2. **Commercial Automobile Liability**: A policy of commercial automobile liability insurance with coverage and a combined single limit of no less than $3,000,000 per accident.

3. **Professional Liability Insurance**: A policy of professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 in the aggregate.

4. **Workers' Compensation**: A policy of worker's compensation insurance with coverage in amounts as required as required by applicable law.

# BOND 2023

Construction Delivery in

Texas Public Schools



# Construction Delivery

- Methods Allowed (Texas Gov. Code 2269 & CV (Legal))
  - Competitive Sealed Proposal
  - Job Order Contract
  - Construction Manager At-Risk
  - Competitive Bidding
  - Design Build
  - Construction Manager Agent
- Method that brings best value to the district

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# Bond 2023 Project Delivery Method

- JROTC PHS/OHS – Competitive Sealed Proposal Recommended

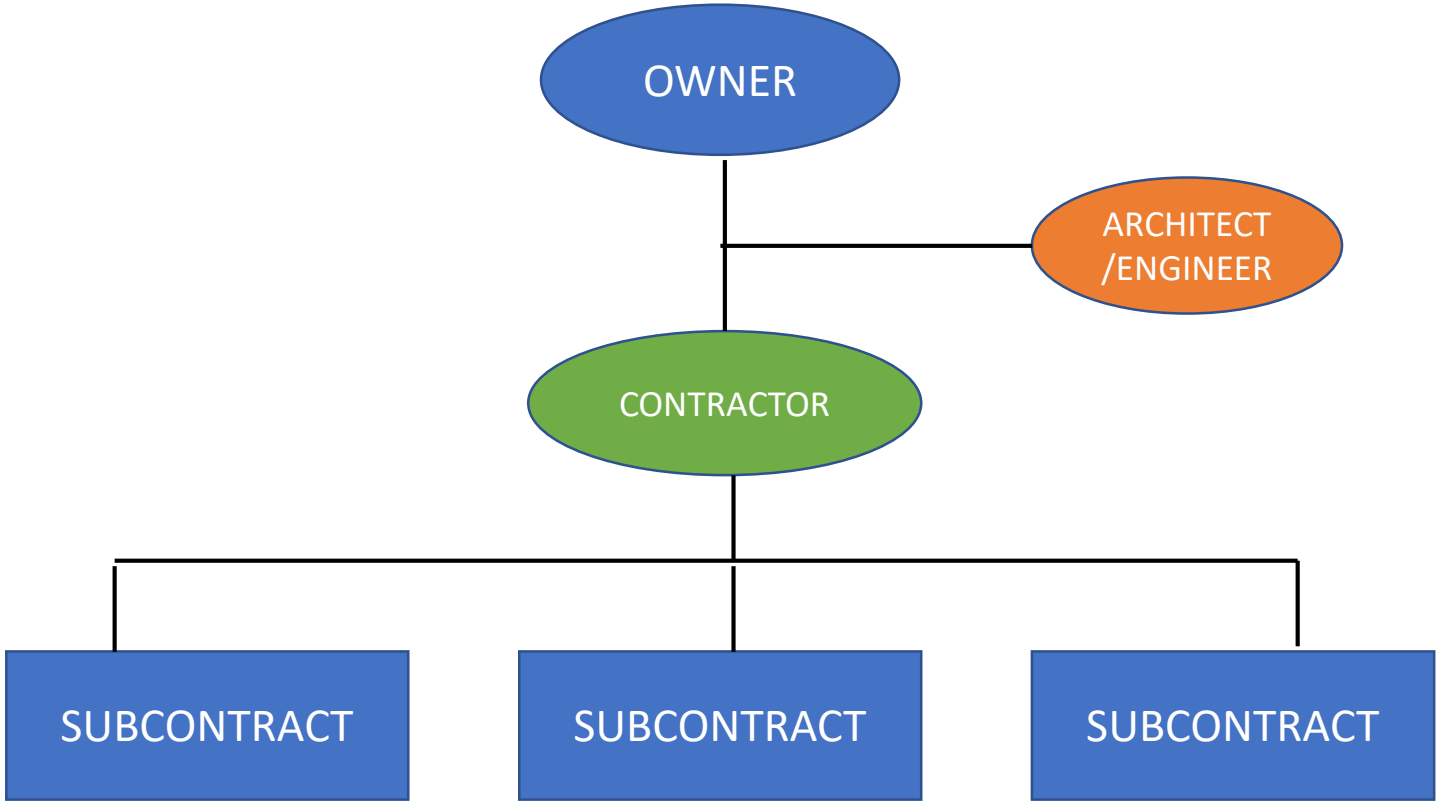
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# Competitive Sealed Proposal (CSP)

- Competitive Sealed Proposal
  - District requests proposals, ranks the offerors, negotiates, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.
  - District must select or designate an architect or engineer to prepare the construction documents.
  - Pricing portion of process well understood
  - Allows for CM/GC qualifications to be considered during selection.

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# Competitive Sealed Proposal (CSP)




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# Benefits of Competitive Sealed Proposal

- Can provide best value to the District
- Based on election criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, similar project experience, and other information that a contractor may require to respond to the request.
- Request for Proposal (RFP) goes beyond just the pricing factor and instead focuses on evaluating needs, expectations, and desired outcomes through a detailed response that comprehensively addresses the district's needs.
- Provides Room to Negotiate

658

# Bond 2023 Project Delivery Method

- Priority I & II Items – Job Order Contract (JOC) Recommended

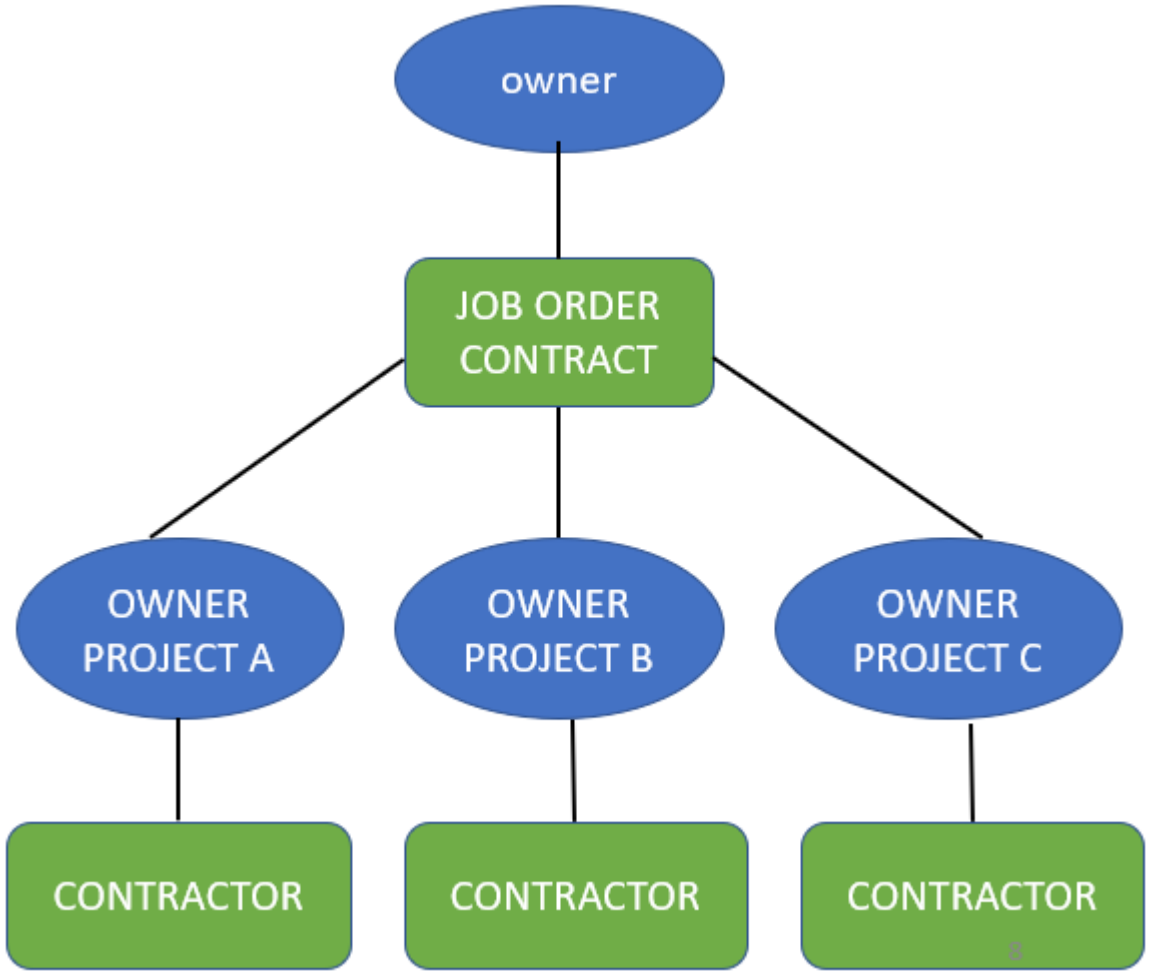
659

# Job Order Contract

- Used for maintenance, repair, alteration, renovation, or minor construction of a facility.
- Work is of a recurring nature
- Instead of conducting RFP bids for each project, one bid is conducted and catalogued by skilled trade type
- Contractors submit price quotes for projects, and the selected contractor can begin immediately if pricing is acceptable to the district.
- This approach allows an indefinite number of projects to start immediately.
- Project start timeline under JOC is 2-3 weeks, whereas a traditional RFP takes an average of 3 months

660

# Job Order Contract




661

# Job Order Contract

- JOC is an ideal delivery method for Priority I and II items.
- Due to the competitive construction market, particularly the sub-contracting portions of these projects, the size and scope of these projects may not attract sufficient qualified trades or contractors.
- JOC can be utilized to support staffing deficits in district facilities.
- Job Order Contracting allows for project completion in a timely manner with the current resources.

662

# Job Order Contract

- JOC prices paid to skilled trade contractors is based on industry rates at the regional level.
- Having a program based on local rates is beneficial since these rates have been obtained through research from local vendors in the West Texas area, primarily Ector County.
- This will also provide the opportunity to include more local contractors on ECISD projects.

663

# Job Order Contract

Administration recommends approval of:

- Managed Job Order Contract Construction delivery method for Priority I and II Bond 2023 projects administered by Gordian under Omnia Purchasing Cooperative Contract No. 2021002786.
- Board authorization of the Superintendent, or designee, to negotiate and execute an agreement with Gordian, as presented.
- An amount not to exceed $121,058,813 – the cost to complete Priority I and II projects.
- Fees paid to Gordian for project facilitation will be 5% of the project cost.

664

# Questions?

665

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF BOND 2023 PURCHASES OVER $50,000**

**DATE:** March 26, 2024

---

As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

**********

Administrative Recommendation:
Approval of Bond 2023 Purchases over $50,000

**ECISD**
**Request for Bond Purchases Over $50,000**
**March 2024**

| Item | Vendor(s) | Estimated Contract Price | Funding | Requestor/ Department | Reference | Service/ Product | Service/Product Summary | Contract Term |
|---|---|---|---|---|---|---|---|---|
| 1B | The Gordian Group Inc | $ 6,052,941 | Bond Funds 693 | Anthony Sorola District Operations | OMNIA 2021002786 | Job Order Contracting (JOC) | Designed for maintenance, repair, alteration, renovation, remediation, and minor construction of facilities when work is of a recurring nature, but delivery times, type and quantities of work required are indefinite | FY 2024 / FY 2026 Optional 3 One Year Renewals |
| 2B | Gallagher Construction Company, LP<br>PROCEDEO<br>TWS Advisory Group | $ 4,000,000 | Bond Funds 693 | Anthony Sorola District Operations | ECISD RFQ 24-16 | Project Management Services | Provide project management services associated with additions and renovation type projects included within the 2023 bond package | FY 2024 / FY 2028 |



Board Approval:_____



Date: 03/26/2024

Sam Magallan
Executive Director of District Operations
802 N. Sam Houston
Odessa, TX 79761
Office: 432-456-9659

District Operations

OMNIA Cooperative Contract 2021002786 Job Order Contracting (JOC) 24-month contract with 3 optional one-year renewals

- Purpose: To award a vendor to utilize Job Order Contracting (JOC) construction method to augment the districts resources to complete the Priority 1 and Priority 2 projects in the 2023 Bond Proposition A. These projects are associated with additions and renovation type projects included within the 2023 bond package. This will allow the district to move forward with multiple projects simultaneously. ECISD is asking to enter into a contract through the OMINIA cooperative.

- Background Info: JOC is a tool that can be utilized to complete projects Priority 1 and 2 identified in the 2023 Bond Proposition A. It is one of the construction methods schools can utilize for construction projects and is identified in Government Code 2269, Subchapter I.

- Estimated Cost: $6,052,941 based on 5% of $121,058,813; Priority 1 and Priority 2 projects.

- Funding Source: 693 Bond Fund

- Recommended Service Provider: The Gordian Group Inc

_____ _____

Board Approval Date

OUR students...THE future

**Sam Magallan**
**Executive Director of District Operations**
802 N. Sam Houston Odessa, TX
79761
432-456-9659

District Operations

## RFQ # 24-16 Project Management Services

- **Purpose:** The awarded vendor will provide project management services associated with additions and renovation type projects included within the 2023 bond package. Services shall include all general leadership and management functions required of a project manager including but not limited to: recommendations for project delivery, procurement, tracking budgets, providing cash-flow projects to administration as required, preparing cost estimates, validating construction cost/cost of work, developing and monitoring schedules; overseeing quality of all aspects of the project; and communication with stakeholders.

- **Background Info:** The Ector County ISD (ECISD) is soliciting a Request for Qualifications (RFQ) for Project Management Services. ECISD may award multiple qualified Professional Services Providers contracts based on the district's needs, projects, and time constraints. All awarded suppliers are treated as NON-EXCLUSIVE contracts, by which multiple vendors may be designated as suppliers for the services covered under the terms of the contract for the duration of said contract. Professional Service Providers will be used on an as needed basis throughout the district to provide services based on the district's needs. This RFQ will not be a guarantee of purchase for any goods or services, but to establish you as a Certified Vendor to do business with ECISD.

- **Cost:** $4,000,000.00

- **Funding Source:** 693 Bond Fund

- **Recommended Service Providers:** Gallagher Construction Company, LP
  PROCEDEO
  TWS Advisory Group

_____ _____

Board Approval Date

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**
**ODESSA, TEXAS**
RFQ 24-16 Project Management Services
**SCORE SHEET**
Closed: February 29, 2024 1:00PM

Consolidated

| Criteria | Suppliers | | | | |
|---|---|---|---|---|---|
| | Gallagher Construction Company, LP | Orlo Forensics, LLC | PROCEDEO | Project Management Services Inc | TWS Advisory Group |
| Evaluator 1 | 88 | 67 | 88 | NS | 90 |
| Evaluator 2 | 85 | 67 | 80 | NS | 90 |
| Evaluator 3 | 95 | 54 | 95 | NS | 95 |
| Evaluator 4 | 89 | 54 | 89 | NS | 90 |
| Evaluator 5 | 90 | 12 | 88 | NS | 88 |
| **Total** | **447** | **254** | **440** | **0** | **453** |
| **Average** | **89** | **51** | **88** | **0** | **91** |

NS - Not Scored

# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF UPDATED BOND FINANCIAL ADVISORY SERVICES AGREEMENT**

**DATE:** March 26, 2024

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An updated bond Financial Advisory Services agreement with BOK is attached for review and approval. Fees for services are comparable with other such service providers. The contract was last updated with this firm in 2011.

**********

Administrative Recommendation:

Approval of updated Financial Advisory Services Agreement

## AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This Agreement for Financial Advisory Services (the "Agreement") by and between ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT, an independent school district and a political subdivision of the State of Texas ("Issuer"), and BOK FINANCIAL SECURITIES, INC. ("BOKFS"), is entered into and effective as of the date executed by the Issuer, as set forth on the signature page hereof.

**1.** **Background**. The Issuer expects to have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain a financial advisor.

(a) The Issuer desires to obtain the professional services of BOKFS to advise the Issuer regarding the execution, issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Issuer Obligations") from time to time during the period in which this Agreement shall be effective.

(b) BOKFS represents and warrants to Issuer that BOKFS has the professional licenses, certificates, knowledge, expertise and experience to provide the services set forth in this Agreement. BOKFS is willing to provide its professional services and facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

**2.** **Scope of Services**. BOKFS will work with the Issuer, bond counsel, legal counsel, and such others as are retained by the Issuer to provide the services ("Services") with respect to Issuer Obligations on the following terms and conditions:

(a) The Services shall be limited to the services described in **Appendix A** (the "Scope of Services").

(b) In addition to the Services described in Appendix A, BOKFS agrees to perform and make available to the Issuer the services identified in **Appendix B**, when so requested by the Issuer. The terms of the services identified in Appendix B shall be set forth as an amendment to this Agreement or in a separate document.

(c) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.

(d) The Scope of Services does not (A) include tax, legal, accounting or engineering advice with respect to any Issuer Obligation or opinion or certificate rendered by

counsel or other person at closing or (B) review or advice respecting any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.

(e) The Issuer agrees not to represent, publicly or to any specific person, that BOKFS is its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") without BOKFS's prior written consent.

(f) When BOKFS is designated by the Issuer as its IRMA, BOKFS shall be the Issuer's IRMA solely with respect to the Scope of Services. BOKFS shall not be responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in the Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

**3. <u>BOKFS's Regulatory Obligations When Providing Services to the Issuer</u>.**

(a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to the Issuer's determination whether to proceed with a course of action or that form the basis for and advice provided by BOKFS to the Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on the Issuer's behalf.

(b) The Issuer agrees to cooperate, and to cause its agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, the Issuer agrees that, to the extent it requests BOKFS to provide advice with regard to any recommendation made by a third party, the Issuer will provide to BOKFS written direction to do so and all information it has received from such third party relating to its recommendation.

**4. <u>Term of this Engagement</u>.** This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party as described below, shall remain in effect thereafter for a period of five (5) years from such date. Unless BOKFS or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods.

This Agreement may be terminated with or without cause by the Issuer or BOKFS upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. BOKFS may not terminate for the express purpose of taking an underwriting position in any bonds to be issued by the Issuer. In the event of such termination, it is understood and agreed that only the amounts due BOKFS for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

**5. Compensation.** For the above services, you agree to pay BOKFS the following:

**Fee Schedule for Financial Advisory Services**

| Obligation Proceeds More Than | Obligation Proceeds And Not More Than | The Fee Is |
|---|---|---|
| $ 0 | $ 2,500,000 | $11,000 plus $2.25 per $1,000 |
| 2,500,000 | 5,000,000 | $16,625 plus $1.75 per $1,000 for all over $2,500,000 |
| 5,000,000 | 10,000,000 | $21,000 plus $1.50 per $1,000 for all over $5,000,000 |
| 10,000,000 | 20,000,000 | $28,500 plus $1.25 per $1,000 for all over $10,000,000 |
| 20,000,000 | 100,000,000 | $41,000 plus $0.90 per $1,000 for all over $20,000,000 |
| 100,000,000 | 250,000,000 | $113,000 plus $0.80 per $1,000 for all over $100,000,000 |
| 250,000,000 | No Limit | $233,000 plus $0.50 per $1,000 for all over $250,000,000 |

The financial advisory fee shall be multiplied by 1.25 times for the issuance of revenue obligations, obligations associated with a federal program or obligations issued with a variable interest rate. Services provided for the substitution or extension of liquidity facilities or the remarketing of existing variable rate bonds will be 75% of the fee schedule associated with the issuance of a new variable rate bond.

*The payment of charges for financial advisory services described in Appendix A of the Agreement shall be contingent upon the delivery of Issuer Obligations and shall be due at the time that Issuer Obligations are delivered. The payment of charges for services described in Appendix B of the Agreement shall be due and payable in accordance with the mutual agreement therefor between BOKFS and Issuer.*

In addition to the foregoing compensation, the Issuer shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or

charged to the Issuer by BOKFS as reimbursable expenses: fees and expenses of the Issuer's legal counsel, including bond counsel; administrative and regulatory review and approval fees; bond printing expenses; credit rating fees; credit enhancement fees, including the fee for Permanent School Fund or other guarantee; fees of other professionals, including accountants; official statement printing and distribution expenses; fees of paying agents, registrars, trustees or escrow agents; fees and expenses of underwriter(s) and underwriter's counsel upon prior written approval of Issuer which approval shall not be unreasonably withheld; and, any other miscellaneous expenses incurred on behalf of the Issuer if said expenses are approved in writing by Issuer in advance of expenses being incurred.

*The payment of reimbursable expenses that BOKFS has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of Issuer Obligations and shall be due at the time that services are rendered and payable within thirty days receipt of an invoice therefor submitted by BOKFS.*

**6. Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Agreement:

(a) The liability of BOKFS and its associated persons to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement; and,

(b) BOKFS and its associated persons shall have no liability to the Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to the Issuer.

(c) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issuer Obligation or otherwise relating to the tax treatment of any Issuer Obligation, or in connection with any opinion or certificate rendered by counsel or any other party.

**7. Required Disclosures.** MSRB Rule G-42 requires that BOKFS provide the Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix C**.

**8. Information.** While this Agreement is in effect, the Issuer will provide or cause to be provided to BOKFS information concerning the Issuer, including information relating to the Issuer's financial condition and results of operations, the sources of security and payment for any Issuer Obligations, and such other information (excluding confidential information unless such

confidential information is reasonably required to provide disclosure to investors) as BOKFS reasonably considers necessary or appropriate to perform its duties under this Agreement. Such information will be taken or derived from the Issuer's official records or from other sources that the Issuer determines and reasonably believes to be accurate and reliable, based on due inquiry and investigation by the Issuer of such other sources; and, the Issuer expressly authorizes BOKFS to rely on the accuracy and completeness of all information provided to BOKFS by or on behalf of the Issuer.

**9. Compliance with Applicable Law.** As an inducement to BOKFS to enter into this Agreement and to perform the duties assigned to it hereunder, the Issuer agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any Issuer Obligations. As an inducement to Issuer to enter into this Agreement and to perform the duties assigned to it hereunder, BOKFS agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any services by BOKFS. Further BOKFS represents and warrants to Issuer that BOKFS is familiar with the applicable law, rules, regulations, and requirements in order for BOKFS to perform BOKFS's professional services as a highly qualified and competent provider of said financial services.

**10. Professional Judgment.** All actions and recommendations of BOKFS pursuant to this Agreement will be based on BOKFS's professional judgment and information that the Issuer provides to BOKFS. BOKFS's recommendations represent its professional judgment based upon BOKFS's review of information provided by the Issuer, to the extent that BOKFS deems such information relevant to any such recommendation, and BOKFS's own knowledge and experience. BOKFS's recommendations will be offered in reliance upon the representations and covenants contained in the agreements, certificates and other instruments prepared, executed and delivered in connection with Issuer Obligations. The Issuer understands and agrees that this Agreement shall constitute an agreement for professional services, and neither the performance by BOKFS of its duties hereunder nor the implementation of any of BOKFS's recommendations shall be construed by the Issuer as a guarantee of any result or outcome.

**11. Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

**12. Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. Venue for any dispute regarding this Agreement shall be in the courts of Ector County, Texas.

**13. Litigation Expenses.** In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

**14. Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

**15. Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement, shall be deemed drafted by all of the parties hereto.

**16. Course of Dealing.** No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

**17. Interpretation.** This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

**18. No Third Party Beneficiaries.** This is not a third party beneficiary contract. No person or entity other than a party hereto shall have any rights under this Agreement.

**19. No Reliance.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

**20. Authority.** Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

**21. Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**22. Amendment.** This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

**23. Communication.** Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to Ector County Independent School District, 802 N. Sam Houston, Odessa, Texas 79761, Attention: Superintendent of Schools; and, any notice or other communication to be given to BOKFS under this Agreement may be given by delivering the same in writing to BOKFS, Inc., 333 West Campbell Road, 4th Floor, Richardson, Texas 75080, Attention: Public Finance Department.

**24. Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

*[Signature Page Follows]*

**BOK FINANCIAL SECURITIES, INC.**

By _____
Name: Joshua M. McLaughlin
Title: Managing Director

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

By: _____
Name: Dr. Scott Muri
Title: Superintendent of Schools

Date: April 16, 2024

## APPENDIX A – SCOPE OF SERVICES – DESCRIPTION OF BASIC SERVICES

Upon the request of an authorized representative of the Issuer, BOKFS will perform the following financial advisory services pursuant to the terms of the Agreement for Financial Advisory Services.

**Financial Planning**.

- Perform a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Issuer Obligations contemplated, including an analysis of any existing debt structure as compared with the existing and projected sources of revenue that may be pledged to secure payment of debt service. BOKFS will also survey any trends of the assessed valuation, taxing power and present and future taxing requirements of the Issuer, as appropriate. If the revenues of a system or facility are to be pledged to repayment of the proposed Issuer Obligations, the survey will take into account (i) any outstanding obligations which are payable from the revenues thereof, (ii) additional revenues expected from any proposed rate increase, and (iii) the additional revenues as projected by your consulting engineers as the result of the improvements to be financed by the proposed Issuer Obligations. BOKFS will also take into account any policy considerations, future financing needs and operational considerations, as provided or projected by Issuer's staff and/or consulting engineers or other experts engaged by the Issuer.

- Assist in the formulation of a 5-10 Year Capital Improvement Plan to review the Issuer's anticipated financing needs in light of future available revenues to support the Issuer's financing needs and applicable State laws restricting debt capacity and assist in periodically updated such plan.

- Submit to the Issuer recommendations regarding Issuer Obligations under consideration, including such terms as the type of debt to be issued (e.g., current interest obligation, capital appreciation obligation, or other obligation), principal amount, interest rate mode (e.g., fixed, floating, or other interest rate mode), type of debt instrument (e.g. tax-exempt, taxable, tax-credit, etc.), form of debt instrument (e.g. Unlimited Tax Bond, Maintenance Tax Note, Tax and Revenue Anticipation Note, Contractual Obligation, etc.), date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as we believe are appropriate in order to achieve the objectives of the Issuer and make the issue attractive to investors. Such recommendations will be based on information developed by the survey described above and other information available to us. All recommendations will be consistent with the goal of structuring the Issuer Obligations to be sold on terms that are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.

- Advise the Issuer of current debt market conditions, forthcoming debt issues and general information, including economic data, which might be expected to influence interest rates or bidding conditions, as deemed necessary.

- In the event that an election is required to authorize the Issuer Obligations then under consideration, BOKFS will assist in gathering such information and data as may be required for any petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's legal counsel.

- Consult with the Issuer regarding State funding and available revenues pursuant to existing or proposed rules, as requested.

**Debt Management**.

- Assist in the preparation of a debt management policy for the Issuer.

- Evaluate financing transactions contemplated by the Issuer, giving consideration to the complexity, market acceptance, rating, size and structure of such transactions in order to make a recommendation as to an appropriate method of sale.

- For qualified projects or financings, upon request, coordinate and assist in the preparation of applications for financial assistance from state or federal governmental agencies.

- In connection with the marketing, offer, sale and delivery of any Issuer Obligations, whether such Issuer Obligations are publicly offered (through negotiated sale or competitive bidding) or privately placed:

    * Assist with the preparation of any offering materials for use in connection with the marketing, offer and sale of the Issuer Obligations, including the notice of sale and bidding instructions, preliminary official statement, official statement, official bid form and such other documents and information as may be required for the marketing, offer and sale of Issuer Obligations (collectively, "Offering Documents"); however, Offering Documents shall be prepared based on information provided by the Issuer and the Issuer shall be solely responsible for the accuracy of the information contained therein, except to the extent that any such information is expressly attributed by the Offering Document to another source. Offering Documents will be prepared in accordance with customary industry standards and submitted to the Issuer and its legal counsel for examination and approval by the Issuer. Offering Documents shall be certified by the Issuer, as directed by the Issuer's legal counsel. (See "Legal, Regulatory and Administrative Matters", below.)

    * After Issuer's examination and approval of an Offering Document, BOKFS will assist the Issuer with any arrangements for the printing of the Offering Document and provide the Issuer with Offering Documents in sufficient quantity to meet its needs and distribute such documents by mail or, where appropriate, by electronic delivery, to prospective purchasers or the underwriters, as applicable, of the Issuer Obligations.

- Provide copies of the final official statement to the purchaser or underwriters, as applicable, of the Issuer Obligations in accordance with the notice of sale and bidding instructions or the Issuer's agreement with the underwriters, as appropriate.

- Advise the Issuer as to the utility of credit ratings and bond insurance or other forms of credit or liquidity enhancement for Issuer Obligations.

- Coordinate the preparation of information as may be requested by, or appropriate for submission to, a rating agency, bond insurer, or credit or liquidity enhancement provider; and, consult with and advise the Issuer regarding the form of any oral or written presentations to a rating agency, bond insurer, or credit or liquidity enhancement provider. Any oral or written presentation shall be based on information provided by the Issuer and the Issuer shall be solely responsible for the accuracy of the information provided to any rating agency, bond insurer, or credit or liquidity enhancement provider.

- To the extent that the Issuer elects to make a personal presentation of information to one or more rating agencies, bond insurers, or credit or liquidity enhancement providers, BOKFS will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer. Any costs and expenses incurred by representatives of the Issuer as a result of their participation in any personal presentation shall be paid and/or reimbursed pursuant to and in accordance with the Issuer's internal policies governing travel on official business of the Issuer.

- Coordinate and assist the Issuer's staff in the safekeeping of good faith checks, if any.

- When appropriate, advise financial publications of the forthcoming sale of the Issuer Obligations and provide them with all pertinent information.

- After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Issuer Obligations.

- If Issuer Obligations are to be sold by an advertised competitive sale, BOKFS will:

  - Supervise the sale of the Issuer Obligations,

  - Disseminate Offering Documents to prospective bidders and organize such informational meetings as may be necessary.

  - Assist the Issuer's staff in coordinating the receipt of bids and the tabulation and comparison of submitted bids.

  - Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of bids.

- If Issuer Obligations are to be sold by negotiated sale, BOKFS will:

    * In connection with the Issuer's selection of one or more investment banking firms to serve as managers of an underwriting syndicate for the purpose of negotiating the purchase of Issuer Obligations, provide any advice and assistance requested by the Issuer; however, the selection of members of an underwriting syndicate shall controlled by the Issuer and be approved by the Issuer.

    * Cooperate in the preparation of a bond purchase contract, an underwriters agreement and other related documents; and, consult with the Issuer in connection with the Issuer's policy concerning certain terms of the syndicate's agreement among underwriters (e.g., order priority and designation policy) to achieve the most efficient and lowest interest cost for the Issuer Obligations, consistent with other considerations of the Issuer.

    * Advise the Issuer as to the fairness of the price offered by the underwriters for the Issuer Obligations.

- Upon request, advise the Issuer in the selection of professional consultants and fiscal agents required in connection with Issuer Obligations, including trustees, paying agents, registrars, escrow agents, verification agents, and assist in the negotiation of agreements related to these services and the fees incident thereto, upon request.

- Attend meetings of the governing body of the Issuer, its staff, representatives or committees, as requested by the Issuer.

- Provide the Issuer's legal counsel with financial information requested by such counsel in connection with such counsel's preparation of legal documents pertaining to the authorization, sale and issuance of the Issuer Obligations.

- Upon request, consult with the Issuer regarding proposed or enacted changes in federal and state laws, rules and regulations that have (or are expected to have) a material effect on the municipal bond market, it being understood that BOKFS does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.

- Coordinate the efforts of all interested parties to effect the delivery of the Issuer Obligations, and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Issuer Obligations.

- After the closing of the sale and delivery of the Issuer Obligations, deliver to the Issuer a schedule of annual debt service requirements for the Issuer Obligations and, in coordination with the Issuer's legal counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

**Legal, Regulatory and Administrative Matters**

- BOKFS will coordinate the issuance of the Issuer Obligations; however, Issuer shall retain a firm of recognized municipal bond attorneys to prepare proceedings and advise the Issuer regarding procedures required to issue the Issuer Obligations and issue an unqualified opinion (in an acceptable form) approving the legality of the Issuer Obligations. BOKFS will coordinate with such firm of bond attorneys and assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documentation.

- The Issuer shall also be responsible for the retention and engagement of competent legal counsel to advise the Issuer concerning all other legal matters related to the marketing, offer, sale and delivery of any Issuer Obligations, including applicable federal and state securities laws and regulations; and, the Issuer shall be responsible for the engagement of competent legal counsel to render an opinion covering the Issuer's exercise of appropriate discretion and diligence in the preparation and dissemination of any Offering Documents (e.g., a 10b-5 opinion addressing the accuracy and completeness of each Offering Document).

- To the extent that the issuance and sale of the securities, and construction of the project in question, requires the approval of any state or governmental agency, BOKFS will assist the Issuer in the preparation of all financial information required for inclusion in applications for such approval. When requested by the Issuer, BOKFS will appear on Issuer's behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. BOKFS will also participate in any preliminary conferences with the staff of any state or governmental agencies, as necessary.

- BOKFS will annually coordinate the preparation and filing of the Issuer's ongoing disclosure obligations required pursuant to SEC Rule 15(c)2-12 for District's debt obligations and provide guidance on the submission thereof.

- Issuer will coordinate the use of other consultants, as necessary, to perform ongoing activities to ensure the Issuer remains in compliance with applicable Federal and State laws.

## APPENDIX B – DESCRIPTION OF ADDITIONAL SERVICES

Upon the request of an authorized representative of the Issuer, BOKFS (or one or more affiliates of BOKFS) will perform the following financial advisory services pursuant to the terms of the Agreement, subject to the mutual agreement of the Issuer and BOKFS regarding the terms and conditions thereof.

- Advise and assist the Issuer in connection with the administration of any of the Issuer's outstanding obligations, including extensions or substitutions of credit or liquidity facilities to support Issuer Obligations and mode conversions for variable rate obligations.

- Advise and assist the Issuer with regard to the exercise of any redemptions of outstanding Issuer Obligations.

- Purchase such investments as may be directed and authorized by Issuer to be purchased. To the extent that BOKFS is entitled to receive fees or other compensation in any form from a third party with respect to investment activities on behalf of the Issuer, BOKFS will disclose to the Issuer the nature and amount of any such compensation so that the Issuer may consider the information in making its investment decision.

- Provide other services (either directly or through an affiliate of BOKFS) with respect to matters which do not involve or affect the financial advisory services covered within the Agreement, including:

    * Trust Services,
    * Cash/Investment Management Services,
    * Financial Products Advisory Services (relating to the use and execution of financial products and certain hedging transactions),
    * Other Fiscal, Consulting or Advisory Services.

## APPENDIX C –
## DISCLOSURE STATEMENT OF BOK FINANCIAL SECURITIES, INC.

This Disclosure Statement is provided by BOKFS to the Issuer in connection with the Agreement and is dated as of the same date as the Agreement.

### Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the municipal advisory services currently provided pursuant to the Agreement, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to each of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to the Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with the Issuer and to act in its best interests without regard to BOKFS's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. ***Other Municipal Advisor or Underwriting Relationships***. BOKFS serves a wide variety of other clients that may have interests that could have an impact on the Issuer's interests. For example, BOKFS serves as municipal advisor to other municipal issuers and, in such cases, owes a regulatory duty to such other clients just as it does to the Issuer under the Agreement. These other clients may have competing interests and BOKFS could face a conflict of interest arising from these competing client interests. Additionally, as a full-service broker-dealer, BOKFS is also engaged as a bond underwriter/placement agent for other municipal issuers in either the competitive, negotiated or private placement sale market. In this regard, BOKFS may be serving as a bond underwriter at the same time it is providing advisory services to the Issuer and a competing interest could arise given our role as a bond underwriter to another municipal issuer. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to the Issuer.

II. ***Broker-Dealer and Investment Advisory Business.*** BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a municipal advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, the Issuer, its personnel, and current or potential investors in its securities. These other clients may have interests in conflict with the Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to the Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's municipal advisory business, thereby reducing the likelihood that the interests of such other clients

would have an impact on the services provided by BOKFS to the Issuer.

III. ***Municipal Activities with Other Issuer Financing Team Members.*** In the normal course of business, BOKFS may engage in municipal trading and underwriting activities with other members of the Issuer's financing team, including but not limited to, bond counsel, underwriter's counsel and bond underwriters. This may include BOKFS serving as a bond underwriter for a municipal issuer in which the Issuer's bond counsel is serving as BOKFS's counsel, an Issuer underwriter is serving as a municipal advisor and/or an Issuer underwriter is serving as an underwriting syndicate member with BOKFS. Such a situation could present a conflict as BOKFS and members of its financing team jointly participate, from time to time, in other municipal security transactions for compensation. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to the Issuer and the potential conflicts of interest are mitigated as BOKFS relies upon the Issuer to select its other financing team members, including bond counsel and bond underwriters.

IV. ***Compensation-Based Conflicts***. The fees due under the Agreement will be based on the dollar amount of bond proceeds and the payment of such fees shall be contingent upon the delivery of a bond issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for BOKFS to recommend unnecessary financings. Additionally, the fees due under the Agreement vary based upon the type of sale and the financing structure implemented. As such, this may present a conflict because it could create an incentive for BOKFS to recommend disadvantageous financings to generate a higher fee. These conflicts of interest are mitigated by our adherence to our responsibilities described above.

V. ***Secondary Market Transactions in the Issuer's Securities.*** As part of its municipal trading activities in the secondary market, BOKFS may take a principal position in securities, including the Issuer's securities, and therefore BOKFS could have interests in conflict with the Issuer with respect to the value of its securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire your securities issued under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Issuer in that it could create the incentive for BOKFS to make recommendations to the Issuer that could result in more advantageous pricing of its bond in the marketplace. Any such conflict is mitigated by the applicable MSRB rules that prohibit BOKFS (as the municipal advisor) to act as an underwriter for an Issuer bond sale in the primary market and BOKFS secondary market activities operate independently from BOKFS's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to the Issuer.

VI. ***Affiliate Conflicts.*** Any affiliate of BOKFS (the "Affiliate") may provide certain advice, services and/or products to the Issuer that may be directly related to BOKFS's activities. In particular, BOKF, NA may serve as Paying Agent/Registrar and/or Escrow Agent on future bond sales. The Affiliate's business with the Issuer could create an incentive for BOKFS to recommend to the Issuer a course of action designed to increase the level of the Issuer's business activities with the Affiliate or to recommend against a course of action that would reduce or

eliminate the Issuer's business activities with the Affiliate. This potential conflict is mitigated by the fact that the Affiliate is subject to comprehensive regulatory review.

VII. ***Payment to or from Third Parties.*** While we do not believe the following creates a conflict of interest on the part of BOKFS, we note that BOKFS representative Omar Garcia has entered into an Independent Contract Agreement (the "Third-Party Agreement") with the law firm Perdue Brandon Fielder Collins and Mott, LLP to provide assistance in calculating the amount of state aid a school district may qualify for based on the district's property values. The Issuer may wish to consider any impact the Third-Party Agreement or Mr. Garcia's employment may or may not have on the way BOKFS conducts its activities with the Issuer. Moreover, we note that BOKFS representative Randy McDowell, through his firm McDowell School Finance Consulting, LLC and not in his capacity as a BOKFS representative, serves as an independent consultant to school districts to assist with state funding implications of any proposed or existing Chapter 313 Economic Development Agreements (the "Outside Business Activity"). While we do not believe this creates a conflict of interest on the part of BOKFS, the Issuer may wish to consider any impact the Outside Business Activity or Mr. McDowell's employment with BOKFS may or may not have on the way BOKFS conducts its activities with the Issuer.

VIII. ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.

(a) ***Material Legal or Disciplinary Event.*** Other than the disclosures summarized below, which may be material to the Issuer's evaluation of BOKFS or the integrity of BOKFS's management or advisory personnel, there are no legal or disciplinary events that should be disclosed on any Form MA or Form MA-I filed with the SEC.

- June 18, 2015 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to the due diligence conducted by the firm to establish a reasonable basis that certain material representations made by issuers in official statements connected with the offerings were accurate. The violations were self-reported by BOKFS pursuant to the SEC's Municipalities Continuing Disclosure Cooperation ("MCDC") Initiative.

- October 21, 2015 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegations were related to "fair and reasonable" pricing of corporate bond transactions.

- March 11, 2019 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to inadequate disclosure language in the firm's ADV brochures regarding the selection of mutual fund

share classes that contain 12b-1 fees when share classes that did not contain 12b-1 fees were potentially available. The violations were self-reported by BOKFS pursuant to the SEC's Share Class Selection Disclosure ("SCSD") Initiative.

Details of the events disclosed above can be found in the firm's Form MA available through the SEC's EDGAR Filing System (https://www.sec.gov/edgar/searchedgar/companysearch.html). Search for "BOK Financial Securities, Inc." to view the firm's most recent Form MA filing.

(b) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide the Issuer with any such supplement or amendment as it becomes available throughout the term of the Agreement.

IX. ***Related Disclosures Relevant to You.*** While we do not believe that the following creates a conflict of interest on the part of BOKFS, we note that BOKFS may make contributions to Ector County ISD, Education Foundation of Odessa or related community organizations (i.e. rotary club, chamber of commerce, etc.) in the future. The Issuer may wish to consider any impact such circumstances may have on how BOKFS conducts its activities with the Issuer.

# Ector County Independent School District

## Cover Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** **DISCUSSION OF PRELIMINARY 2023 BONDS FINANCING PLAN**

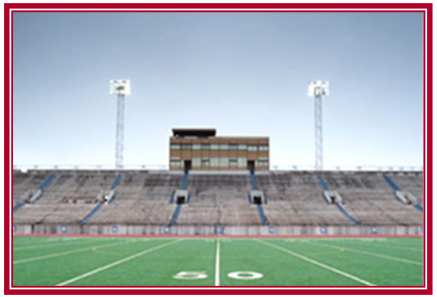
**DATE:** March 26, 2024

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Our Financial Advisor Josh McLaughlin with BOK will be here to give us information on bond financing options for selling the 2023 bonds in the spring of 2024. Attached is the presentation he will use to explain the options.

**********








ECISD

OUR students...THE future

# Review of Preliminary Financing Plan – Initial Bond Sales from 2023 Bond Program

## Monday, March 18, 2024



Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and an SEC registered investment adviser. Services may be offered under our trade name, BOK Financial Advisors. Investment and insurance products are **NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE**

# Congratulations!




## November 7, 2023 Bond Election Results:

**Prop. A: 5,560** Votes For **(56.83%)** | **4,223** Votes Against

692

# Savings from District's Debt Management Practices

- Ector County Independent School District ("ECISD" or the "District") has actively deployed various debt management practices to lower the borrowing costs of taxpayers. Such actions have reduced the cost of voter-approved bonds and provided ECISD taxpayers with more than $50.68 million of direct savings since year 2007!

| Summary of Interest Cost Savings – Bond Refunding Programs / Prepayment of Bonds | | | |
|---|---|---|---|
| Issue / Description | Series Refunded / Redeemed | Par Amount Refunded / Redeemed | Total Savings |
| Unlimited Tax Refunding Bonds, Series 2007 | 1993, 2001, 2003A | $ 56,380,113 | $ 3,167,672 |
| Unlimited Tax Refunding Bonds, Series 2012 | 2001, 2003, 2003A | 4,770,000 | 687,402 |
| Unlimited Tax Refunding Bonds, Series 2016 | 2007 | 55,677,169 | 9,588,712 |
| Unlimited Tax Refunding Bonds, Series 2020-A | 2013 | 9,700,000 | 2,147,289 |
| Unlimited Tax Refunding Bonds, Taxable Series 2020-B | 2013 | 56,150,000 | 11,287,495 |
| **Total - Bond Refunding Programs at a Lower Interest Rate** | --- | **$ 182,677,282** | **$ 26,878,570** |
| Prepayment of Series 2003A Bonds - August 2013 | 2003A | $ 1,644,874 | $ 1,029,459 |
| Prepayment of Series 2013 Bonds - August 2015 | 2013 | 4,000,000 | 3,220,000 |
| Prepayment of Series 2013 Bonds - February 2021 | 2013 | 5,235,000 | 3,206,438 |
| Prepayment of Series 2012 and 2013 Bonds - February 2022 | 2012, 2013 | 5,690,000 | 2,462,438 |
| Prepayment of Series 2013 Bonds - February 2023 | 2013 | 20,725,000 | 7,749,188 |
| Prepayment of Series 2013, 2016 and 2020-A Bonds - February 2024 | 2013, 2016, 2020-A | 34,435,000 | 6,137,250 |
| **Total - Prepayment of Bonds Prior to Scheduled Maturity** | --- | **$ 71,729,874** | **$ 23,804,773** |
| **Totals** | --- | **$ 254,407,156** | **$ 50,683,343** |

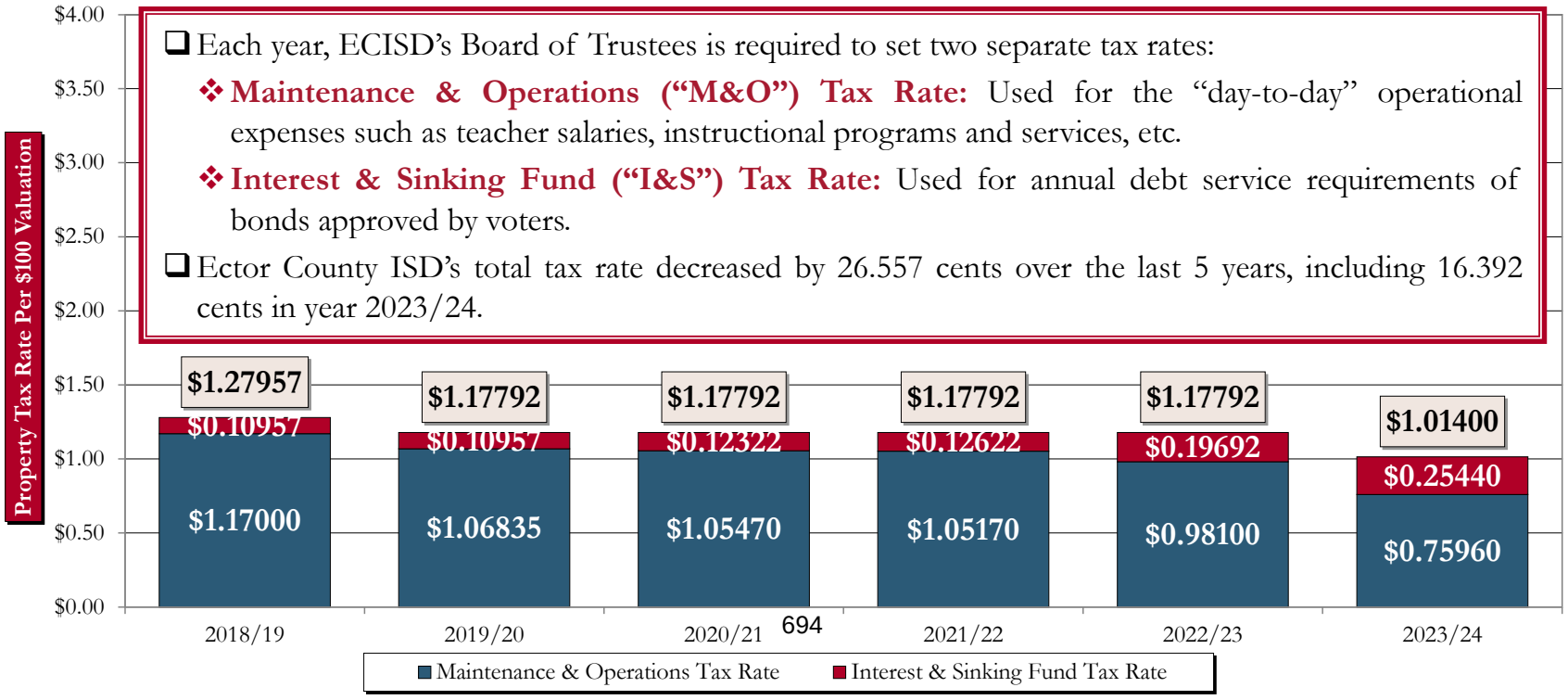


Source: District records.

# Historical Tax Rates

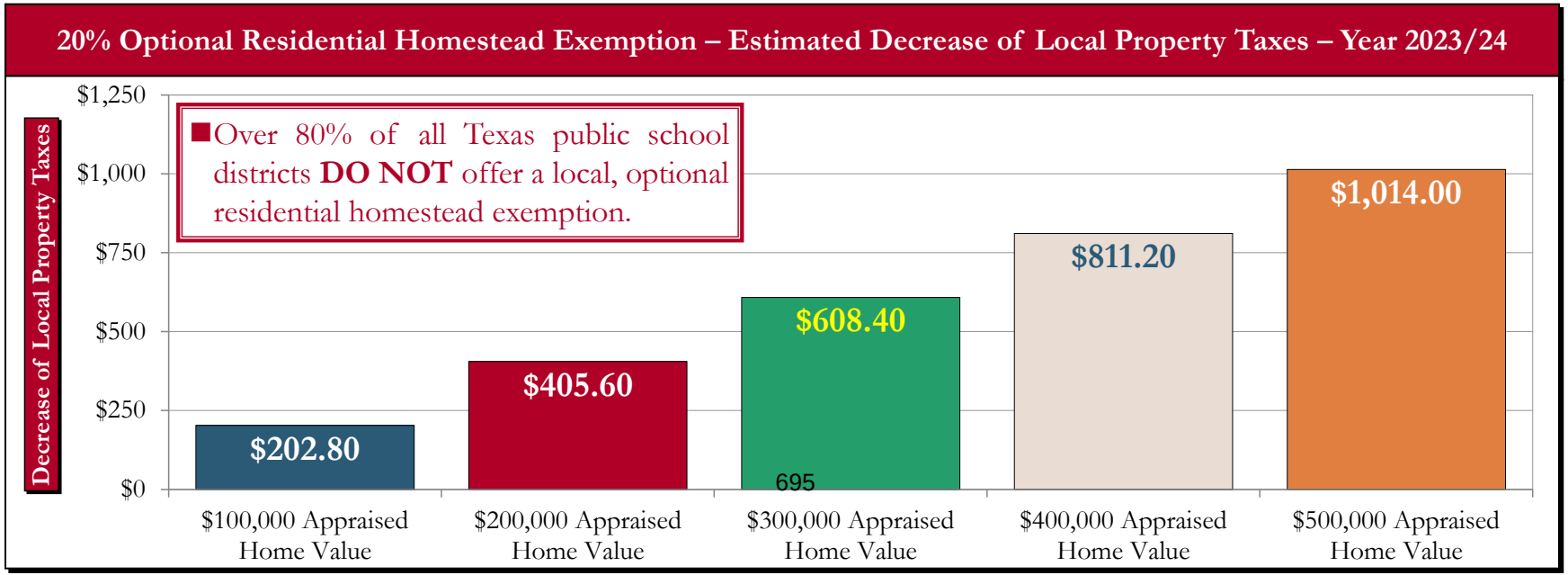
## District's Historical Tax Rates

- ❑ Each year, ECISD's Board of Trustees is required to set two separate tax rates:
  - ❖ **Maintenance & Operations ("M&O") Tax Rate:** Used for the "day-to-day" operational expenses such as teacher salaries, instructional programs and services, etc.
  - ❖ **Interest & Sinking Fund ("I&S") Tax Rate:** Used for annual debt service requirements of bonds approved by voters.
- ❑ Ector County ISD's total tax rate decreased by 26.557 cents over the last 5 years, including 16.392 cents in year 2023/24.



# Overview of Local Option, 20% Additional Residential Homestead Exemption Provided By ECISD

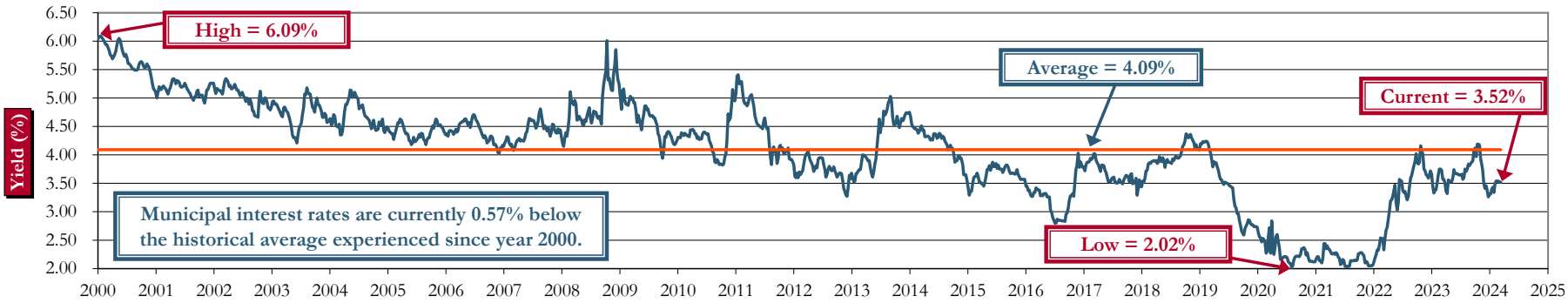
- Unlike many Texas public school districts, Ector County ISD has approved an additional residential homestead exemption equal to 20% of the assessed value. In this regard, the residential homestead exemption lowers the taxable value of a taxpayer's home for purposes of levying the District's tax rate.
- The following summarizes the estimated benefit that accrued to residential homeowners in year 2023/24.




Note: ECISD may not repeal or reduce its 20% Optional Residential Homestead Exemption until tax year 2028 (i.e. fiscal year 2028/29).

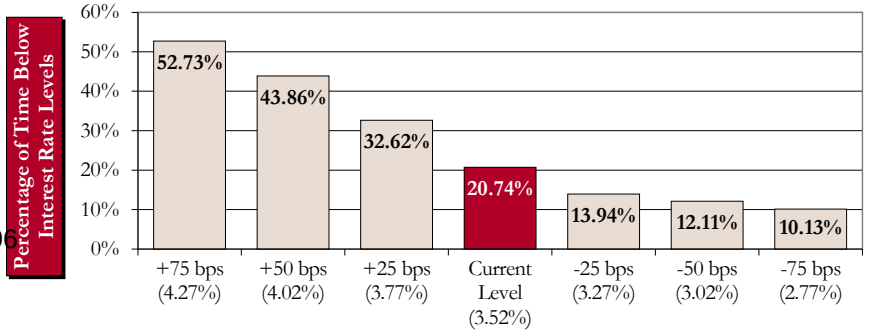
# Municipal Market Overview

## The Bond Buyer 20-Bond Index – January 1, 2000 To The Present



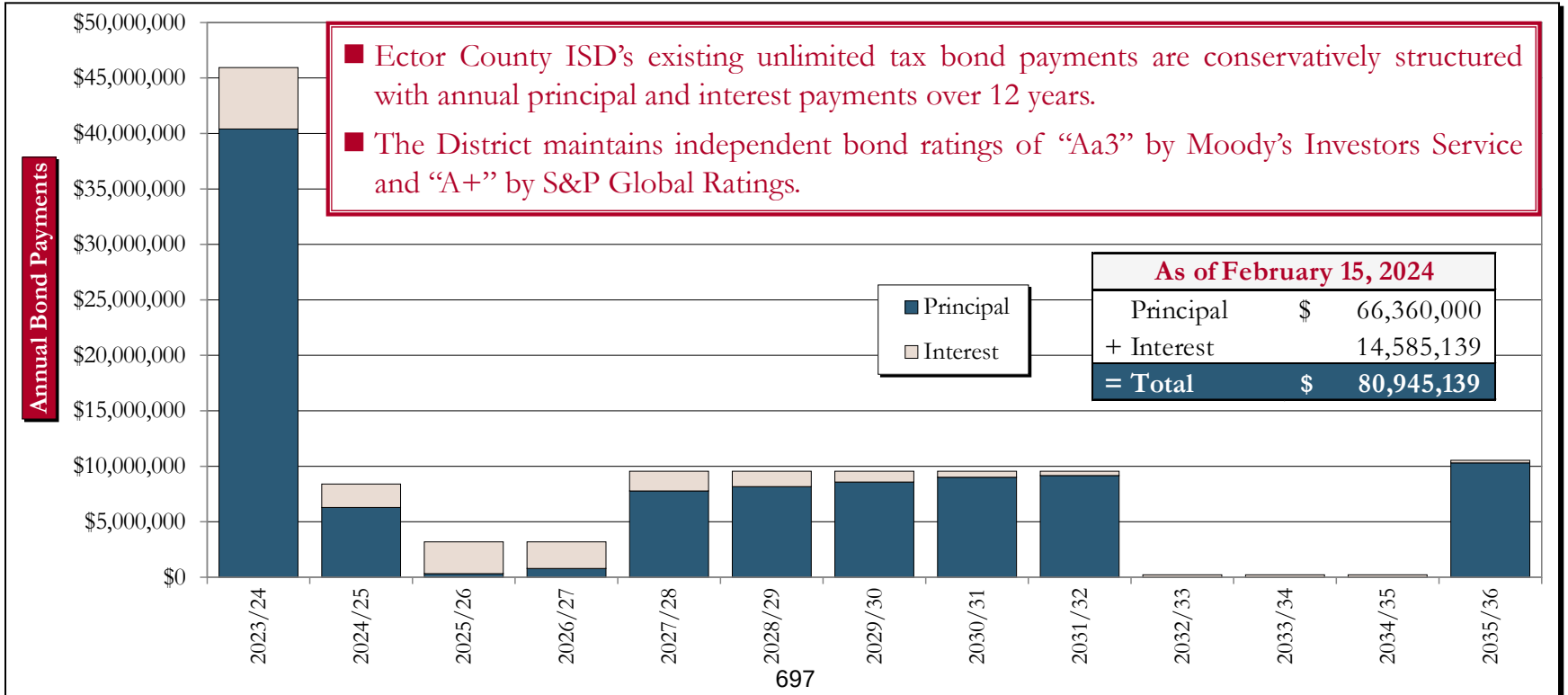

## The Bond Buyer 20-Bond Index – Percentage Time "Below" Current Level Since January 1, 2000

- Geopolitical tensions coupled with the uncertainty regarding the timing/number of rate cuts has increased market volatility and recently caused The Bond Buyer 20-Bond Index to rise, although the current index level is still 0.57% below the historical average experienced since January 2000.
- The adjacent graph demonstrates the percentage of time The Bond Buyer 20-Bond Index has been "below" certain interest rate levels since year 2000. As shown, interest rates have been lower than current market levels 20.74% of the time and, as such, interest rates have been higher 79.26% of the time.




Source: The Bond Buyer.

# Dollar Amount and Structure of District's Existing Bonds




Note: Debt service payments reflect payments from September 1 through August 31. Includes a $12,290,000 redemption of the District's Series 2013 Bonds, a $13,370,000 defeasance of ECISD's Series 2016 Bonds and a $8,775,000 defeasance of the District's Series 2020-A Bonds prior to scheduled maturity on February 15, 2024.

# Overview of Variable Rate Put Bonds

- Variable Rate Put Bonds are long-term bonds sold to investors for a short-term, specified time period (e.g. 1-year, 3-years, 5-years, etc.).
- Variable Rate Put Bonds are a proven, effective and valuable "Debt Management" tool potentially providing Ector County ISD with the following benefits:

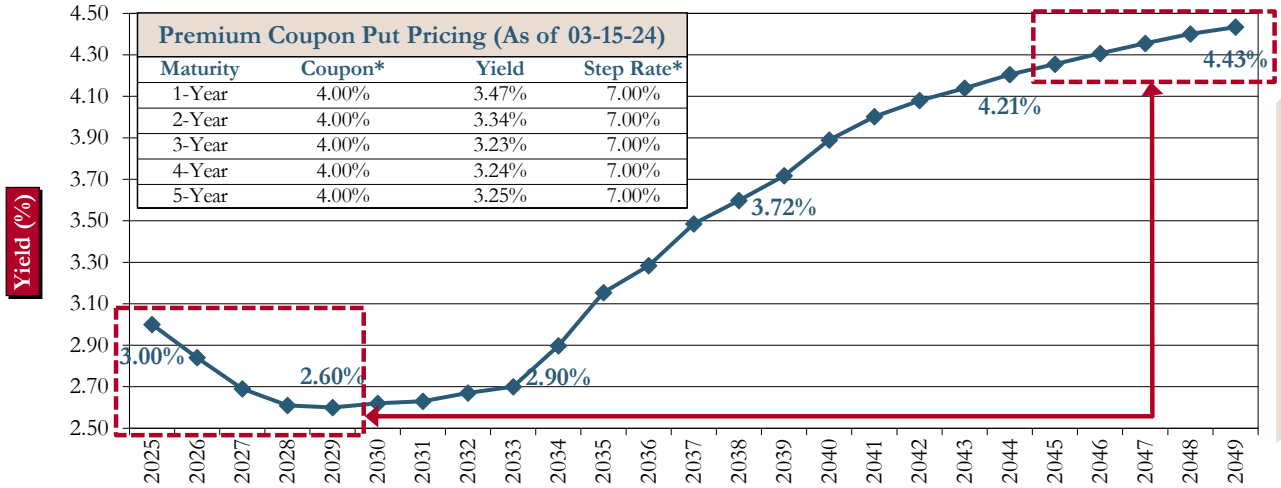
## Lower Borrowing Cost

- By "locking in" savings during the initial interest rate term, Variable Rate Put Bonds allow the District to lower its initial borrowing cost in comparison to the sale of fixed rate bonds. In addition, ECISD retains the flexibility to "fix" the interest rate at a time that fixed interest rates are lower.
- At this time, we estimate a $100 million Variable Rate Put Bond with a 5-year initial interest rate term may lower the District's initial borrowing cost by approximately $4.19 million.
- After the initial interest rate period, Ector County ISD may choose the most appropriate variable rate mode to "remarket" such bonds to investors or "fix" the interest rate based upon prevailing market conditions.

## Annual Interest & Sinking Fund ("I&S") Tax Rate Management

- Unlike traditional fixed rate bonds which are generally callable 9 or 10 years after issuance, Variable Rate Put Bonds may be prepaid prior to scheduled maturity, without penalty, at the end of each term rate period, providing the District with additional flexibility to efficiently manage its annual bond payments and corresponding I&S tax rate.

# Overview of Variable Rate Put Bonds (Continued)




Even with an inversion in the yield curve in the first few years, short-term interest rates are still below long-term rates, making it potentially advantageous to utilize a variable rate for a portion of the 2023 Bond Program.

## Balance Sheet Management Tool

- The strategic use of Variable Rate Put Bonds in a dollar amount up to the District's approximate $104.7 million of short-term investments in ECISD's General Fund and I&S Fund (as of June 30, 2023) may serve to "balance" the interest rate paid on the District's bonds (liability) with the investment rate earned on cash balances (asset).
- For example, should short-term interest rates rise in the future, the interest expense on the District's bonds will correspondingly increase; however, such expense will be offset by the increase in investment income on the District's short-term cash balances, as short-term investment rates will also correspondingly increase.

* Preliminary, subject to change.

# Goals of Financing Plan – November 2023 Bond Program

- Meet or exceed expectations of taxpayers – Fully implement the November 2023 Bond Program within the projected cost communicated to voters at the time of the November 7, 2023 bond election;
  - Pursuant to the voter education material used for the November 2023 bond election, Proposition A would not generate a tax rate increase – Current total tax rate of $1.014 will not increase.
- Maximize the District's future bond capacity for capital improvements;
- Maintain a bond repayment period of 25 years or less;
- **Short-Term Projects:** Fully repay bonds issued for certain short-term projects over their useful lives;
- **Variable Rate Debt:** The use of variable rate bonds is limited to no more than 25% of ECISD's total debt portfolio (i.e. total debt portfolio is defined as existing bonds plus any authorized but unissued bonds from the 2023 Bond Program);
- Incorporate ongoing flexibility to prepay outstanding bonds to reduce the interest cost of taxpayers; and
- Structure repayment of bonds to comply with the State-mandated "50-Cent Debt" limitation and to minimize the use of Capital Appreciation Bonds ("CABs").

# Summary of Cash Flow Needs – Proposed Projects – 2023 Bond Program

- The following demonstrates the anticipated construction fund "cash flow" associated with ECISD's 2023 Bond Program.

| Ector County ISD's 2023 Bond Program - $424,263,000 - Summary of Projects and Anticipated Cash Flow | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Description | Spring 2024 | June 2024 | July 2024 | Fall 2024 | Spring 2025 | June 2025 | July 2025 | Fall 2025 | Spring 2026 | June 2026 | July 2026 | Fall 2026 | Spring 2027 | June 2027 | July 2027 | Fall 2027 | Spring 2028 | Totals |
| Middle School | $1,000,000 | $1,500,000 | $1,500,000 | $13,000,000 | $13,000,000 | $9,000,000 | $9,000,000 | $30,000,000 | $42,000,000 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $120,000,000 |
| Priority 1 and 2 Items | 10,000,000 | 5,000,000 | 5,000,000 | 10,000,000 | 10,000,000 | 5,000,000 | 5,000,000 | 10,000,000 | 10,000,000 | 5,000,000 | 5,000,000 | 10,000,000 | 10,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 2,783,000 | 117,783,000 |
| CTE Center | 2,700,000 | 1,300,000 | 1,300,000 | 2,700,000 | 16,000,000 | 8,000,000 | 8,000,000 | 16,000,000 | 18,700,000 | 2,100,000 | 2,100,000 | 1,100,000 | 0 | 0 | 0 | 0 | 0 | 80,000,000 |
| Transporation Facility | 2,500,000 | 2,500,000 | 2,500,000 | 5,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 2,500,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 35,000,000 |
| Auditorium Reno - PHS | 1,500,000 | 0 | 0 | 0 | 0 | 2,000,000 | 2,000,000 | 7,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12,500,000 |
| Technology - PA, Bell, Clock, FA Sys | 0 | 0 | 0 | 7,500,000 | 0 | 0 | 0 | 2,500,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10,000,000 |
| Land Purchase | 2,620,000 | 0 | 0 | 6,380,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9,000,000 |
| Transition Learning Center | 0 | 0 | 0 | 0 | 1,800,000 | 900,000 | 900,000 | 4,400,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8,000,000 |
| AG Farm Buildings - CTE | 0 | 0 | 0 | 0 | 1,700,000 | 900,000 | 900,000 | 4,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7,500,000 |
| Technology Items - Surveillance | 0 | 0 | 0 | 6,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6,000,000 |
| Fine Arts Instruments | 1,085,000 | 0 | 0 | 580,000 | 500,000 | 0 | 0 | 500,000 | 0 | 0 | 0 | 500,000 | 0 | 0 | 0 | 500,000 | 0 | 3,665,000 |
| Tech Items -FLT PNL BDS,AV EQP | 3,500,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,500,000 |
| Technology - Phone Systems | 0 | 0 | 0 | 2,500,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,500,000 |
| Transportation Buses | 0 | 500,000 | 500,000 | 0 | 0 | 500,000 | 500,000 | 0 | 0 | 450,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,450,000 |
| JROTC Facility | 200,000 | 0 | 0 | 0 | 300,000 | 300,000 | 300,000 | 400,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,500,000 |
| Technology Items - AV Equipment | 0 | 0 | 0 | 1,500,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,500,000 |
| ATH - MS Indoor Gym Bleachers | 1,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,000,000 |
| MS Uniforms - Band & Mariachi | 0 | 0 | 0 | 185,000 | 0 | 200,000 | 0 | 0 | 0 | 200,000 | 0 | 0 | 0 | 100,000 | 0 | 0 | 0 | 685,000 |
| ATH -BB & Tennis Lights - OHS | 650,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 650,000 |
| ATH - MS Tennis Court Resurface | 480,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 480,000 |
| ATH - Baseball Lighting - PHS | 400,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 400,000 |
| MS Performance Risers | 31,000 | 0 | 0 | 61,500 | 0 | 0 | 0 | 57,500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 150,000 |
| Estimated costs per time period | $27,666,000 | $10,800,000 | $10,800,000 | $55,406,500 | $48,300,000 | $31,800,000 | $31,600,000 | $79,857,500 | $73,200,000 | $7,750,000 | $7,100,000 | $11,600,000 | $10,000,000 | $5,100,000 | $5,000,000 | $5,500,000 | $2,783,000 | $424,263,000 |
| Estimated cumulative costs | $27,666,000 | $38,466,000 | $49,266,000 | $104,672,500 | $152,972,500 | $184,772,500 | $216,372,500 | $296,230,000 | $369,430,000 | $377,180,000 | $384,280,000 | $395,880,000 | $405,880,000 | $410,980,000 | $415,980,000 | $421,480,000 | $424,263,000 | $424,263,000 |
| Estimated cumulative percentage | 6.52% | 9.07% | 11.61% | 24.67% | 36.06% | 43.55% | 51.00% | 69.83% | 87.08% | 88.90% | 90.58% | 93.31% | 95.67% | 96.87% | 98.05% | 99.34% | 100.00% | 100.00% |

# Preliminary Financing Plan – 2023 Bond Program

This Preliminary Financing Plan is based upon the assumptions summarized herein. To the extent the District's actual results differ from the assumptions herein, the financial impact to Ector County ISD will correspondingly change.

## ❑ Preliminary Financing Plan

- Ector County ISD issues $424,263,000 of bonds from the 2023 Bond Program utilizing a combination of fixed rates and variable rates of interest.
  - **May 2024 Bond Sale:** $196,230,000 – Utilize fixed rates of interest (the "Series 2024-A Bonds");
  - **June 2024 Bond Sale:** $100,000,000 – Utilize variable rates of interest (the "Series 2024-B Bonds");
    - $100 million of Variable Rate Put Bonds are anticipated to be sold with an initial 5-year interest rate term period expiring on July 31, 2029 – Current interest rate is estimated at 3.50%.
    - Reduces ECISD's initial borrowing cost by approximately $4.19 million over the next 5 years.
  - **August 2025 Bond Sale:** $128,033,000 – Utilize fixed rates of interest (the "Series 2025 Bonds").

# Preliminary Financing Plan – 2023 Bond Program

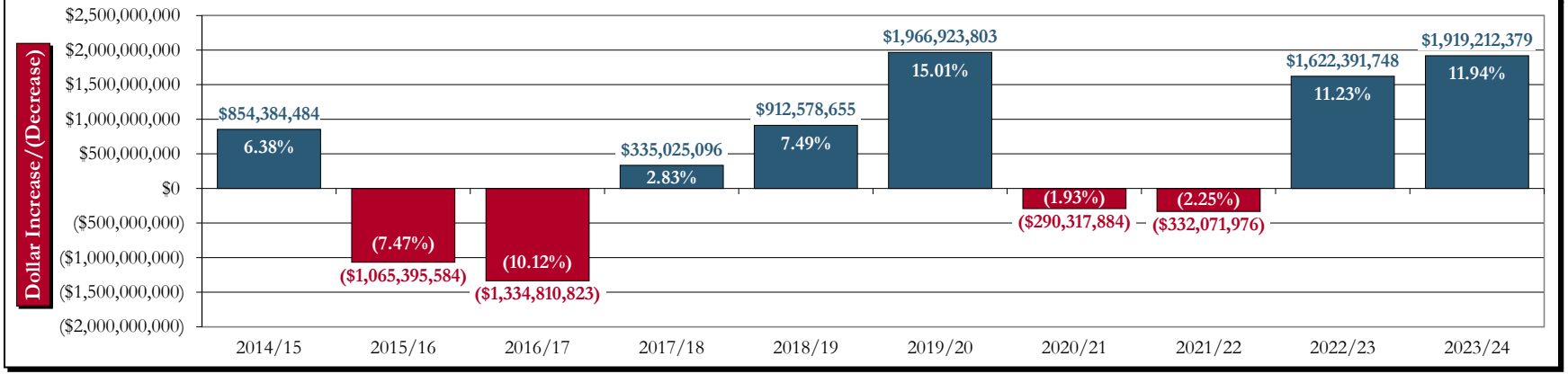
## ❑ Assumptions

- The 2023 Bond Program will be implemented without an increase in the total tax rate.
- Bonds issued pursuant to the 2023 Bond Program will be sold as follows:
  - Series 2024-A and Series 2024-B Bonds: Current market rates (as of March 15, 2024) plus 0.25%; and
  - Series 2025 Bonds: 5.25%.
- The bonds issued pursuant to the 2023 Bond Program will initially be structured with annual principal payments over the next 25 years (i.e. final maturity of August 15, 2049). However, Ector County ISD will have the flexibility to prepay the bonds prior to scheduled maturity, without penalty.
- Ector County ISD will annually have $548,500 of "Other Available Revenues" available for bond payments, which consists of interest earnings on I&S tax collections ($10,000), delinquent I&S tax collections ($326,000), penalties and interest ($227,500), and less estimated annual bond fees of $15,000.
- Ector County ISD will not receive any State assistance for the repayment of bonds.
- Tax collection rate of 99.0%.

# Summary of ECISD's Historical Taxable Assessed Valuation

- Ector County ISD's net taxable assessed valuation is $17,989,614,064 for fiscal year 2023/24.
- The following summarizes certain taxable value growth statistics over the last decade:
  - Average tax base increase last 10 years: $458,791,990 or 2.99%; and
  - Average tax base increase last 5 years: $977,227,614 or 6.54%.

**Historical Dollar Increases/(Decreases) in Taxable Valuations – Years 2014/15 – 2023/24**



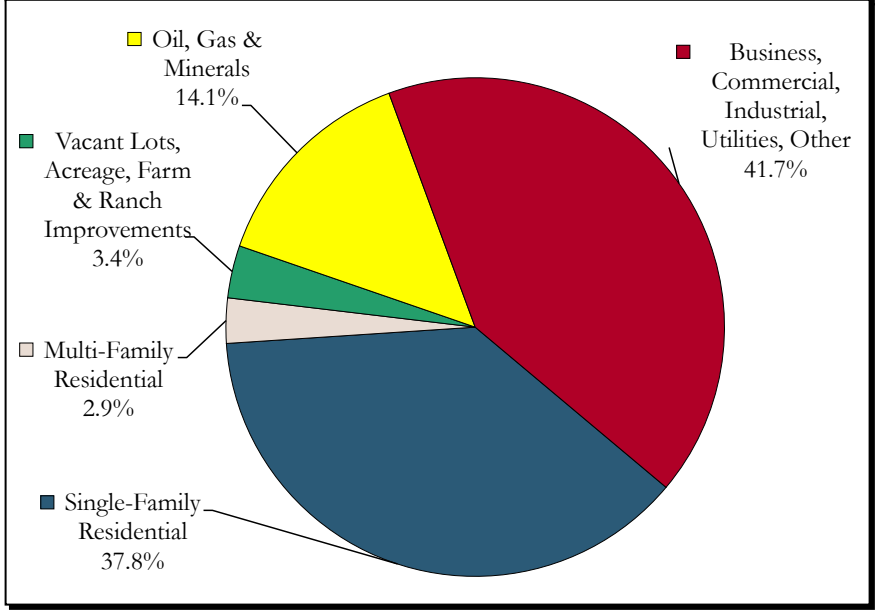

- This Preliminary Financing Plan assumes Ector County ISD's taxable value will decrease by $2 billion in year 2024/25 (i.e. this upcoming tax year) and remain constant thereafter.

Source: Ector County Appraisal District.

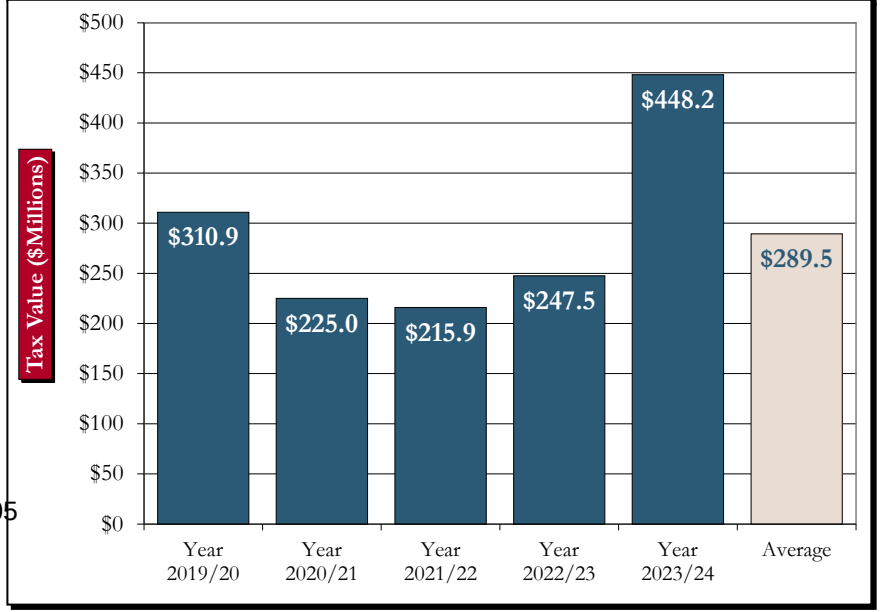
# Composition of the District's Tax Base and New Construction Tax Values

- For year 2023/24, Single-Family Residential properties comprise 37.8% of ECISD's total assessed valuation, while Business, Commercial, Industrial, Utility and Oil, Gas & Mineral properties comprise 55.8%.
- On average, Ector County ISD's tax base has increased annually by $289.5 million over the last 5 years as a result of "new construction" within the District.

## Composition of Total Assessed Valuation – Year 2023/24




## New Construction Tax Values – Last 5 Years




705

Source: Ector County Appraisal District.

# Future Potential Tax Value Growth – Chapter 313 Agreements

- Ector County ISD is projected to gain significant tax value as a result of the Chapter 313 Agreements summarized below, assuming they come to fruition. Other than tax value associated with Oberon Solar 1A, LLC, none of the projected tax values associated with the remaining 313 Agreements are included within this financing plan.

**Summary of Current and Projected Tax Values from 313 Agreements**

| Year | Oberon Solar 1A, LLC | 1PointFive P1, LLC | GCC Permian LLC | Quail Run Carbon, LLC | Nacero TX 1, LLC | DG Penwell North LLC | Ophelia Solar LLC | 1PointFive P1, LLC (Build 1 of 6) | 1PointFive P1, LLC (Build 2 of 6) | 1PointFive P1, LLC (Build 3 of 6) | 1PointFive P1, LLC (Build 4 of 6) | 1PointFive P1, LLC (Build 5 of 6) | 1PointFive P1, LLC (Build 6 of 6) | Total 313 Agreements @ 100% | "Base Taxable Value" (Net of Frozen Values) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2023/24 | $96,693,361 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $96,693,361 | $17,892,920,703 |
| 2024/25 | 87,000,000 | 595,351,446 | 163,900,000 | 419,103,700 | 100,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,365,355,146 | 15,892,920,703 |
| 2025/26 | 73,500,000 | 711,960,937 | 348,455,250 | 389,876,126 | 231,828,000 | 20,000,000 | 25,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 1,800,620,313 | 15,892,920,703 |
| 2026/27 | 58,500,000 | 682,295,898 | 324,063,383 | 362,691,746 | 1,230,385,791 | 185,000,000 | 138,000,000 | 74,099,965 | 0 | 0 | 0 | 0 | 0 | 3,055,036,783 | 15,892,920,703 |
| 2027/28 | 45,000,000 | 652,630,859 | 301,378,946 | 337,407,595 | 2,350,150,098 | 169,302,500 | 126,000,000 | 927,111,190 | 82,638,690 | 0 | 0 | 0 | 0 | 4,991,619,878 | 15,892,920,703 |
| 2028/29 | 36,000,000 | 622,965,821 | 280,282,420 | 313,890,728 | 3,152,070,569 | 153,610,000 | 114,000,000 | 1,673,280,605 | 1,033,944,540 | 75,504,560 | 0 | 0 | 0 | 7,455,549,243 | 15,892,920,703 |
| 2029/30 | 31,500,000 | 593,300,782 | 260,662,650 | 292,017,499 | 3,401,758,252 | 137,917,500 | 100,500,000 | 1,723,255,000 | 1,866,096,930 | 944,684,960 | 89,174,604 | 0 | 0 | 9,440,868,177 | 15,892,920,703 |
| 2030/31 | 31,500,000 | 563,635,744 | 242,416,265 | 271,672,921 | 3,357,113,355 | 122,220,000 | 87,000,000 | 3,218,748,180 | 1,921,830,000 | 1,704,998,320 | 1,115,719,464 | 84,797,118 | 32,900,000 | 12,754,551,367 | 15,892,920,703 |
| 2031/32 | 31,500,000 | 533,970,705 | 225,447,126 | 252,750,045 | 3,192,133,924 | 106,522,500 | 73,500,000 | 3,084,633,675 | 3,589,652,614 | 1,755,920,000 | 2,013,686,988 | 1,060,949,988 | 113,503,543 | 16,034,171,108 | 15,892,920,703 |
| 2032/33 | 31,500,000 | 504,305,667 | 209,665,827 | 235,149,416 | 3,035,358,940 | 90,825,000 | 58,500,000 | 2,950,519,171 | 3,440,083,758 | 3,279,760,862 | 2,073,828,000 | 1,914,837,246 | 1,041,381,538 | 18,865,715,425 | 15,892,920,703 |
| 2033/34 | 31,500,000 | 474,640,628 | 194,989,219 | 218,778,538 | 2,886,379,071 | 75,127,500 | 45,000,000 | 2,816,404,666 | 3,290,514,902 | 3,143,104,162 | 3,873,559,109 | 1,972,026,000 | 1,853,040,471 | 20,875,064,266 | 15,892,920,703 |
| 2034/35 | 31,500,000 | 444,975,590 | 181,339,974 | 203,551,379 | 2,744,805,434 | 59,430,000 | 36,000,000 | 2,682,290,161 | 3,140,946,046 | 3,006,447,462 | 3,712,160,815 | 3,683,410,232 | 1,907,401,000 | 21,834,258,093 | 15,892,920,703 |
| 2035/36 | 31,500,000 | 415,310,551 | 168,646,176 | 189,387,934 | 2,610,268,572 | 43,732,500 | 31,500,000 | 2,548,175,656 | 2,991,377,190 | 2,869,790,763 | 3,550,762,522 | 3,529,934,809 | 3,562,701,688 | 22,543,088,361 | 15,892,920,703 |
| 2036/37 | 31,500,000 | 385,645,513 | 156,840,944 | 176,213,809 | 2,482,417,485 | 37,260,000 | 31,500,000 | 2,414,061,151 | 2,841,808,334 | 2,733,134,063 | 3,389,364,229 | 3,376,459,385 | 3,414,255,788 | 21,470,460,701 | 15,892,920,703 |
| 2037/38 | 31,500,000 | 355,980,474 | 145,862,077 | 163,959,794 | 2,360,918,706 | 37,245,000 | 31,500,000 | 2,279,946,646 | 2,692,239,478 | 2,596,477,363 | 3,227,965,936 | 3,222,983,962 | 3,265,809,887 | 20,412,389,323 | 15,892,920,703 |
| 2038/39 | 31,500,000 | 326,315,435 | 135,651,732 | 152,561,532 | 2,245,455,424 | 37,230,000 | 31,500,000 | 2,145,832,141 | 2,542,670,622 | 2,459,820,663 | 3,066,567,643 | 3,069,508,538 | 3,117,363,986 | 19,361,977,716 | 15,892,920,703 |
| 2039/40 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 2,135,726,653 | 37,215,000 | 31,500,000 | 2,011,717,636 | 2,393,101,766 | 2,323,163,963 | 2,905,169,350 | 2,916,033,115 | 2,968,918,085 | 18,329,413,608 | 15,892,920,703 |
| 2040/41 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 2,031,446,440 | 37,200,000 | 31,500,000 | 1,877,603,131 | 2,243,532,910 | 2,186,507,263 | 2,743,771,057 | 2,762,557,692 | 2,820,472,184 | 17,341,458,717 | 15,892,920,703 |
| 2041/42 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 1,932,343,116 | 37,200,000 | 31,500,000 | 1,743,488,626 | 2,093,964,054 | 2,049,850,563 | 2,582,372,764 | 2,609,082,268 | 2,672,026,284 | 16,358,695,715 | 15,892,920,703 |
| 2042/43 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 1,932,343,116 | 37,200,000 | 31,500,000 | 1,609,374,121 | 1,944,395,198 | 1,913,193,863 | 2,420,974,471 | 2,455,606,845 | 2,523,580,383 | 15,475,036,037 | 15,892,920,703 |
| 2043/44 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 1,932,343,116 | 37,200,000 | 31,500,000 | 1,475,259,616 | 1,794,826,342 | 1,776,537,163 | 2,259,576,178 | 2,302,131,422 | 2,375,134,482 | 14,591,376,359 | 15,892,920,703 |
| 2044/45 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 1,932,343,116 | 37,200,000 | 31,500,000 | 1,475,259,616 | 1,645,257,486 | 1,639,880,463 | 2,098,177,885 | 2,148,655,998 | 2,226,688,581 | 13,841,831,185 | 15,892,920,703 |
| 2045/46 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 1,932,343,116 | 37,200,000 | 31,500,000 | 1,475,259,616 | 1,645,257,486 | 1,503,223,763 | 1,936,779,592 | 1,995,180,575 | 2,078,242,680 | 13,241,854,868 | 15,892,920,703 |
| 2046/47 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 1,932,343,116 | 37,200,000 | 31,500,000 | 1,475,259,616 | 1,645,257,486 | 1,503,223,763 | 1,775,381,299 | 1,841,705,152 | 1,929,796,779 | 12,778,535,251 | 15,892,920,703 |
| 2047/48 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 1,932,343,116 | 37,200,000 | 31,500,000 | 1,475,259,616 | 1,645,257,486 | 1,503,223,763 | 1,775,381,299 | 1,688,229,728 | 1,781,350,879 | 12,476,613,927 | 15,892,920,703 |
| 2048/49 | 31,500,000 | 296,650,397 | 126,156,111 | 152,561,532 | 1,932,343,116 | 37,200,000 | 31,500,000 | 1,475,259,616 | 1,645,257,486 | 1,503,223,763 | 1,775,381,299 | 1,688,229,728 | 1,632,904,978 | 12,328,168,026 | 15,892,920,703 |

Note: The "green" highlights the 10-year limitation period associated with each agreement.

# Preliminary Financing Plan – 2023 Bond Program

- Based upon the Preliminary Financing Plan herein, the 2023 Bond Program is projected to be fully implemented with **no tax rate increase** and at **$111,220,568 below** the original cost communicated to voters at the time of the November 2023 bond election.

**2023 Bond Program – Summary of Projected Results**

| Description | Voter Information Document | Preliminary Financing Plan | Difference |
|---|---|---|---|
| Dollar Amount of Bonds to be Issued – Series 2024-A Bonds (Fixed Rate) | $ 424,263,000 | $ 196,230,000 | |
| Dollar Amount of Bonds to be Issued – Series 2024-B Bonds (Variable Rate) | --- | 100,000,000 | |
| Dollar Amount of Bonds to be Issued – Series 2025 Bonds (Fixed Rate) | --- | 128,033,000 | |
| Total Dollar Amount of Bonds to be Issued – 2023 Bond Program | $ 424,263,000 | $ 424,263,000 | $ --- |
| Projected All-In TIC – Series 2024-A Bonds (Fixed Rate) | 5.25% | 3.84% | 1.41% |
| Projected All-In TIC – Series 2024-B Bonds – Initial Term (Variable Rate) | 5.25% | 3.50% | 1.75% |
| Projected All-In TIC – Series 2025 Bonds (Fixed Rate) | 5.25% | 5.25% | ---% |
| Projected I&S Tax Rate Increase | --- Cents | --- Cents | --- Cents |
| Projected Net Bond Payments – 2023 Bond Program | $ 796,725,700 | $ 685,505,132 | $ 111,220,568 |
| Projected Bond Repayments – 5 Years | $ 51,725,000 | $ 92,555,000 | $ 40,830,000 |
| Projected Bond Repayments – 10 Years | 97,820,000 | 148,750,000 | 50,930,000 |
| Final Maturity – 2023 Bond Program | Aug. 2049 | Aug. 2049 | --- |

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# Preliminary Financing Plan – 2023 Bond Program

**Preliminary Financing Plan - Issue $424,263,000 in Three Installments - Maximum 25 Year Repayment - No TAV Growth [As of March 18, 2024]**

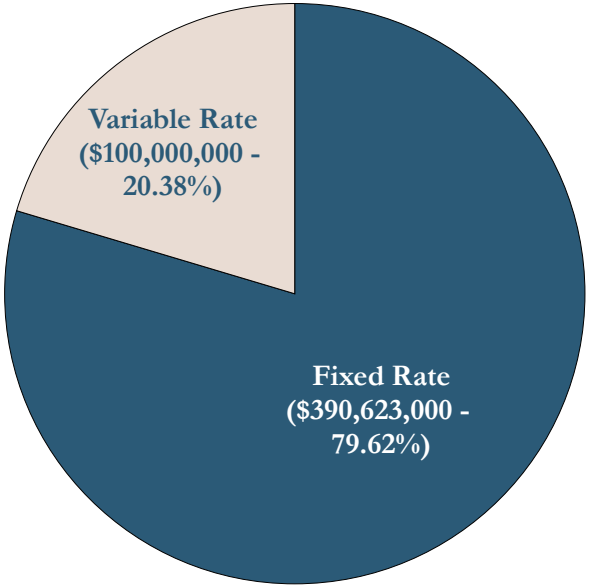
| A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Year | Total Existing Bond Payments | Plus: May-24 Fixed Rate Series 2024-A $196,230,000 @ 3.84% | Plus: June-24 Variable Rate Series 2024-B $100,000,000 @ 3.50% / 5.00% | Plus: August-25 Fixed Rate Series 2025 $128,033,000 @ 5.25% | Total Combined Bond Payments | Less: Projected State Funding Assistance | Less: Frozen Levy, Delinquent Tax Collections & Interest Earnings | Net Combined Bond Payments | "Base" Taxable Assessed Valuation (Net of Frozen) | Oberon Solar 1A, LLC 313 Agreement | "Total" Taxable Assessed Valuation (Net of Frozen) | Projected I&S Tax Rate | I&S Tax Rate Difference |
| 2023/24 | $45,938,847 | $0 | $0 | $0 | $45,938,847 | $0 | $548,500 | $45,390,347 | $17,892,920,703 | $96,693,361 | $17,989,614,064 | $0.2544 | |
| 2024/25 | 8,406,347 | 27,924,076 | 4,463,293 | 0 | 40,793,716 | 0 | 548,500 | 40,245,216 | 15,892,920,703 | 87,000,000 | 15,979,920,703 | 0.2544 | $0.0000 |
| 2025/26 | 3,192,097 | 22,815,000 | 3,938,200 | 10,811,838 | 40,757,134 | 0 | 548,500 | 40,208,634 | 15,892,920,703 | 73,500,000 | 15,966,420,703 | 0.2544 | |
| 2026/27 | 3,187,097 | 22,782,250 | 3,938,200 | 10,812,113 | 40,719,659 | 0 | 548,500 | 40,171,159 | 15,892,920,703 | 58,500,000 | 15,951,420,703 | 0.2544 | |
| 2027/28 | 9,554,597 | 16,384,500 | 3,938,200 | 10,811,100 | 40,688,397 | 0 | 548,500 | 40,139,897 | 15,892,920,703 | 45,000,000 | 15,937,920,703 | 0.2544 | |
| 2028/29 | 9,550,597 | 16,363,250 | 3,938,200 | 10,813,275 | 40,665,322 | 0 | 548,500 | 40,116,822 | 15,892,920,703 | 36,000,000 | 15,928,920,703 | 0.2544 | |
| 2029/30 | 9,557,347 | 6,428,750 | 4,922,750 | 10,812,850 | 31,721,697 | 0 | 548,500 | 31,173,197 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1978 | ($0.0566) |
| 2030/31 | 9,553,347 | 6,440,500 | 4,922,750 | 10,809,300 | 31,725,897 | 0 | 548,500 | 31,177,397 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1978 | |
| 2031/32 | 9,555,759 | 6,434,750 | 4,922,750 | 10,812,100 | 31,725,359 | 0 | 548,500 | 31,176,859 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1978 | |
| 2032/33 | 225,789 | 15,767,250 | 4,922,750 | 10,810,200 | 31,725,989 | 0 | 548,500 | 31,177,489 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1978 | |
| 2033/34 | 225,789 | 15,761,000 | 4,922,750 | 10,813,075 | 31,722,614 | 0 | 548,500 | 31,174,114 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1977 | |
| 2034/35 | 225,789 | 15,764,500 | 4,922,750 | 10,809,675 | 31,722,714 | 0 | 548,500 | 31,174,214 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1977 | |
| 2035/36 | 10,535,789 | 5,456,000 | 4,922,750 | 10,809,475 | 31,724,014 | 0 | 548,500 | 31,175,514 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1977 | |
| 2036/37 | 0 | 15,989,750 | 4,922,750 | 10,811,425 | 31,723,925 | 0 | 548,500 | 31,175,425 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1977 | |
| 2037/38 | 0 | 15,993,000 | 4,922,750 | 10,809,475 | 31,725,225 | 0 | 548,500 | 31,176,725 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1978 | |
| 2038/39 | 0 | 15,990,750 | 4,922,750 | 10,812,838 | 31,726,338 | 0 | 548,500 | 31,177,838 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1978 | |
| 2039/40 | 0 | 8,106,750 | 4,922,750 | 10,810,200 | 23,839,700 | 0 | 548,500 | 23,291,200 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1478 | ($0.0500) |
| 2040/41 | 0 | 8,108,500 | 4,922,750 | 10,810,775 | 23,842,025 | 0 | 548,500 | 23,293,525 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1478 | |
| 2041/42 | 0 | 8,109,750 | 4,922,750 | 10,808,250 | 23,840,750 | 0 | 548,500 | 23,292,250 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1477 | |
| 2042/43 | 0 | 8,104,750 | 4,922,750 | 10,811,575 | 23,839,075 | 0 | 548,500 | 23,290,575 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1477 | |
| 2043/44 | 0 | 8,108,000 | 4,922,750 | 10,809,175 | 23,839,925 | 0 | 548,500 | 23,291,425 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1477 | |
| 2044/45 | 0 | 5,003,250 | 18,837,750 | 0 | 23,841,000 | 0 | 548,500 | 23,292,500 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1477 | |
| 2045/46 | 0 | 0 | 23,842,000 | 0 | 23,842,000 | 0 | 548,500 | 23,293,500 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1478 | |
| 2046/47 | 0 | 0 | 23,841,250 | 0 | 23,841,250 | 0 | 548,500 | 23,292,750 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1477 | |
| 2047/48 | 0 | 0 | 23,841,500 | 0 | 23,841,500 | 0 | 548,500 | 23,293,000 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1477 | |
| 2048/49 | 0 | 0 | 23,840,250 | 0 | 23,840,250 | 0 | 548,500 | 23,291,750 | 15,892,920,703 | 31,500,000 | 15,924,420,703 | 0.1477 | |
| Total | $119,709,187 | $271,836,326 | $208,260,093 | $205,408,713 | $805,214,319 | $0 | $14,261,000 | $790,953,319 | | | | | |

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# Composition of Projected Bond Portfolio

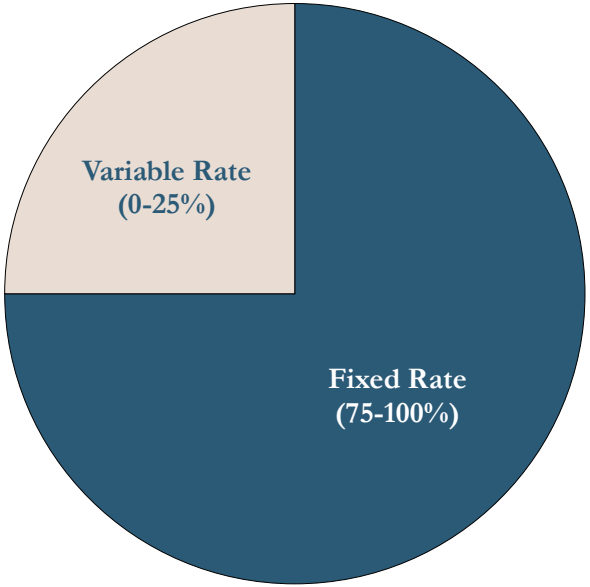
- Upon completion of the 2023 Bond Program, variable rate bonds are expected to comprise 20.38% of the District's total bond portfolio, which remains within the expectations of the bond rating agencies and, generally speaking, prudent debt management standards.

**Estimated Composition of Bond Portfolio Upon Completion of 2023 Bond Program**




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**Bond Portfolio Acceptable To Rating Agencies**



# Summary of ECISD's Estimated Callable Bonds – After the Sale of the Series 2024-A and Series 2024-B Bonds

- Upon completion of the Series 2024-A and Series 2024-B Bond sales, Ector County ISD is estimated to have $229,100,000 of bonds eligible to be repaid prior to maturity.

**Estimated Summary of Callable Bonds - Upon Completion of the Series 2024-A and Series 2024-B Bonds**

| Issue Description | Call Date | Principal Amount Outstanding | Principal Amount Callable | Callable Maturities | Final Maturity | Coupons: Callable Maturities |
|---|---|---|---|---|---|---|
| Variable Rate Unlimited Tax School Building Bonds, Series 2024-B | 08/01/2029 | $ 100,000,000 | $ 100,000,000 | 2045 - 2049 | 2049 | Variable |
| Unlimited Tax Refunding Bonds, Taxable Series 2020-B | 08/15/2030 | 54,370,000 | 28,480,000 | 2031; 2032; 2036 | 2036 | 1.750% - 2.190% |
| Unlimited Tax School Building Bonds, Series 2024-A | 08/15/2033 | 196,230,000 | 100,620,000 | 2034 - 2045 | 2045 | To be determined. |
| Unlimited Tax Refunding Bonds, Series 2016 | Non-Callable | 11,990,000 | --- | --- | 2025 | --- |
| **Totals** | --- | **$ 362,590,000** | **$ 229,100,000** | --- | --- | --- |

- Pursuant to State law, the District may annually manage its tax rate by utilizing current year debt service tax collections and other lawfully available funds to "prepay" existing bonds prior to maturity by either:
  - Repaying such bonds on their call date (if the call date is within the current fiscal year); or
  - Placing sufficient funds in an escrow account to repay such bonds on their call date (if the call date is in a subsequent fiscal year).

# Overview of "Parameters Bond Order"

- As previously utilized for prior bond sales, Ector County ISD's Board of Trustees may adopt a "Parameters Bond Order" designating the ability to approve the issuance of the Series 2024-A and Series 2024-B Bonds to the District's Administration if each of the established parameters is met.

- At its Tuesday, March 26, 2024 meeting, the Board of Trustees will consider a "Parameters Bond Order" and the following summarizes the parameters to be utilized for the Series 2024-A and Series 2024-B Bonds:

| Parameters for Sales of the Series 2024-A and Series 2024-B Bonds | | |
|---|---|---|
| **Parameter** | **Series 2024-A Bonds ("Fixed Rate")** | **Series 2024-B Bonds ("Variable Rate")** |
| 1) Maximum Principal Amount: | $ 196,230,000 | $ 100,000,000 |
| 2) True Interest Rate (All-In TIC) – Must Not Exceed: | 5.25% (Anticipated Rate of 3.84%) | The Highest Lawful Rate (Anticipated Rate of 3.50%) |
| 3) Final Maturity – Must Not Exceed: | August 15, 2049 | August 1, 2049 |
| 4) Expiration Date of Parameter Order: | March 25, 2025 | March 25, 2025 |

- Unless each parameter listed above can be achieved, the Series 2024-A and Series 2024-B Bonds will not be issued until additional direction is received from the District.

# Preliminary Timetable – Series 2024-A and Series 2024-B Bonds

**March 2024**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**April 2024**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

**May 2024**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**June 2024**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

Board Meeting  Closing – Receipt of Funds

| Preliminary Timetable – Series 2024-A and Series 2024-B Bonds | |
|---|---|
| **Date*** | **Action Necessary** |
| March 26, 2024 | Board Meeting – Discuss the Preliminary Financing Plan and consider a "Parameters Bond Order" authorizing the issuance of $196.23 million fixed rate bonds (the "Series 2024-A Bonds") and $100.0 million variable rate bonds (the "Series 2024-B Bonds"). |
| April 19, 2024 | Completion of all actions necessary to sell the Series 2024-A and Series 2024-B Bonds (i.e. Preliminary Official Statements are completed, the Permanent School Fund guarantee is received, obtain bond ratings, etc.). |
| Week of April 22 – 26, 2024 | Pricing – Sale of the Series 2024-A Bonds within the specified parameters – Interest rates locked-in at this time. |
| Week of May 20 – 24, 2024 | Pricing – Sale of the Series 2024-B Bonds within the specified parameters – Interest rates locked-in at this time. |
| May 16, 2024 | Closing – Proceeds of the Series 2024-A Bonds are delivered to the District. |
| June 13, 2024 | Closing – Proceeds of the Series 2024-B Bonds are delivered to the District. |
| * Preliminary, subject to change. | |

# Questions



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# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** **DISCUSS AND CONSIDER ADOPTION OF AN ORDER AUTHORIZING THE ISSUANCE OF UP TO $196,230,000 ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024-A; ESTABLISHING SALE PARAMETERS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING AN OFFICIAL STATEMENT; LEVYING ANNUAL AD VALOREM TAXES IN PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT."**

**DATE:** March 26, 2024

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As our financial advisory presented in the financing options, selling these fixed rate bonds provides for a good mix in our bond portfolio and provides the funds needed for bond projects.

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Administrative Recommendation:

Approval of Adoption of an Order Authorizing the Issuance of up to $196,230,000 Ector County Independent School District Unlimited Tax School Building Bonds, Series 2024-A; Establishing Sale Parameters; Authorizing the Execution of a Bond Purchase Agreement and a Paying Agent/Registrar Agreement; Approving an Official Statement; Levying Annual Ad Valorem Taxes in Payment of Said Bonds; and Enacting Other Provisions Relating to the Subject."

ORDER AUTHORIZING THE ISSUANCE OF UP TO $196,230,000 ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024-A; ESTABLISHING SALE PARAMETERS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING AN OFFICIAL STATEMENT; LEVYING ANNUAL AD VALOREM TAXES IN PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF ECTOR §
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT §

WHEREAS, a portion of the hereinafter authorized bonds represent the issuance of a portion of the bonds lawfully and favorable voted and approved by voters of the Ector County Independent School District (the “Issuer”) on November 7, 2024 (the "Bond Election"), for the purpose of the construction, renovation, acquisition and equipment of school buildings in the Issuer, the purchase of the necessary sites for school buildings, and the purchase of new school buses; and

WHEREAS, the Board of Trustees of the District deems it necessary and advisable to authorize, issue and deliver up to $196,230,000 of said voted bond authorization from the Bond Election for the purposes stated in the preceding paragraph, together with the $100,000,000 Series 2024-B Bonds (hereinafter defined) authorized on the date hereof, thereby leaving a balance of voted but unissued bonds from the Election of $128,033,000 with the final amounts of said voted authorization and final terms of the bonds to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1371.004, Texas Government Code; and

WHEREAS, the Issuer is an “issuer” under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or in a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Chapter 1371, Texas Government Code, as amended, Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, and other applicable laws; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT:

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of Ector County Independent School District (the "Issuer") are hereby authorized to be issued and delivered, in one or more series, in the maximum aggregate principal amount hereinafter set forth (i) for the purpose of the construction, renovation, acquisition and equipment of school buildings in the Issuer, the purchase of the necessary sites for school buildings, and the purchase of new school buses, and (ii) to pay the costs incurred in connection with the issuance of the Bonds (collectively, the "Projects").

(c) Each bond issued pursuant to this Order shall be designated: "Ector County Independent School District Unlimited Tax School Building Bond, Series 2024-A," and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bond of each series being made payable to the initial purchaser thereof as described in Section 11 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following term shall have the meaning specified below:

"Attorney General" means the Office of the Attorney General of the State.

"Board" means the Board of Trustees of the Issuer.

"Bond Counsel" means such nationally recognized law firm selected by the Pricing Officer to serve as bond counsel to the Issuer with respect to the issuance of the Bonds.

"Bonds" means and includes collectively the Bond initially issued and delivered pursuant to this Order (the "Initial Bond") and all substitute Bonds and Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issuance Date, including applicable regulations, published rulings, and court decisions.

"Comptroller" means the Office of the Comptroller of Public Accounts of the State.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange

Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Issuance Date" shall mean the date of delivery of the Initial Bond to the initial purchaser or purchasers thereof against payment therefor.

"Issuer" shall mean the Ector County Independent School District, located in Ector County, Texas.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Paying Agent/Registrar" shall mean the bank named in the Pricing Certificate as the paying agent/registrar for the Bonds, or any successor thereto as provided in this Order.

"Pricing Certificate" means the certificate signed by the Pricing Officer described in Section 3(a) finalizing the terms and sale of the Bonds.

"Rule" shall mean SEC Rule 15c2-12, as amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Series 2024-B Bonds" shall mean the Ector County Independent School District Unlimited Tax School Building Bonds, Series 2024-B, authorized by separate order adopted by the Board on the date hereof.

"State" means the State of Texas.

"Treasury Regulations" shall mean the rules and regulations of the United States Department of the Treasury and any court or administrative rulings promulgated pursuant to the Code, as amended and in effect on the Issuance Date.

Section 3. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1371.053, Texas Government Code, as amended, the Superintendent and/or Chief Financial Officer of the Issuer (each a "Pricing Officer") are hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including with respect to each series of Bonds, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, whether the Bonds shall be issued on a tax-exempt basis or on a taxable basis, whether the Bonds shall be designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the of the Code, and all other matters relating to the issuance, sale, and delivery of the Bonds, including without limitation obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance, including the execution of any commitment agreements, credit agreements, membership agreements in mutual insurance companies, and other similar agreements, and approving

modifications to this Order, including without limitation changing the definition of Defeasance Securities as provided in Section 7 hereof, and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $196,230,000;

(ii) no bond shall mature after August 15, 2049; and

(iii) the all-in true interest cost for the Bonds shall not exceed 5.25%.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a) of this Section which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to one year following adoption of this Order. It is further provided, however, that notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery, the Bonds have been rated by a Rating Agency for in one of the four highest rating categories for long term obligations, as required by Chapter 1371. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board of Trustees hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion, and Exchange; Authentication. The Issuer shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion, and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other

entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and, except as provided in subsection (c) of this Section, no Bond shall be deemed to be issued or outstanding unless such Paying Agent/Registrar's Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar and, upon the execution of said Paying Agent/Registrar's Authentication Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may or shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed, and authenticated, (vii) shall have principal and interest payable, and (viii) shall be administered by the Paying Agent/Registrar, and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Order. The Bond initially issued and delivered pursuant to this Order is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be a single entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Initial Bond shall be initially issued in the form of a separate, single, fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations, or certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly

authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Issuer Letter of Representation of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the Issuer to DTC.

(h) Cancellation of Initial Bond. On the closing date, the Initial Bond, representing the entire principal amount of the respective series of Bonds, payable in stated installments to the initial purchaser designated pursuant to Section 11 hereof or its designee, executed by manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to such initial purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such initial purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller to be attached to the Initial Bond, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bond.

NO. R-___ UNITED STATES OF AMERICA PRINCIPAL
STATE OF TEXAS AMOUNT
COUNTY OF ECTOR $_____
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND
SERIES 2024-A

| INTEREST RATE | DATE OF BONDS | MATURITY DATE | CUSIP NO. |
|---|---|---|---|
| | _____, 2024 | | |

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, Ector County Independent School District, in Ector County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Bonds set forth above, on _____ and semiannually thereafter on each _____ and _____ to the maturity date specified above, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated corporate trust office of [NAME OF PAYING AGENT/REGISTRAR], [CITY], [STATE], which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the _____ day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense

of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated as of _____, 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for the public purpose of acquiring, constructing, renovating and equipping (i) school facilities and the purchase of necessary sites for school facilities, and (ii) to pay the costs incurred in connection with the issuance of the Bonds.

ON _____, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on _____ in the years ____ and ____ ( the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

| Term Bond Maturing _____, 20__ | | Term Bond Maturing _____, 20__ | | Term Bond Maturing _____, 20__ | |
|---|---|---|---|---|---|
| Date | Principal Amount | Date | Principal Amount | Date | Principal Amount |
| (1) | | (1) | | (1) | |

(1) Stated maturity

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Order.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption

date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within 5 days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of $5,000 in principal amount or any integral multiple thereof. As provided in the Bond Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, without legal limit as to rate or amount.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, acknowledges that the Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Order constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Trustees of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

| | |
|---|---|
| (signature) | (signature) |
| Secretary, Board of Trustees | President, Board of Trustees |

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

[NAME OF PAYING AGENT/REGISTRAR]
[CITY], [STATE]
Paying Agent/Registrar

By _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

_____

_____

Please insert Social Security or Taxpayer Identification Number of Transferee:

_____

Please print or typewrite name and address, including zip code of Transferee:

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this

xxxxxxx
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(e) Insertions for Initial Bonds.

(i) The Initial Bond shall be in the form set forth in subsection (a) above, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT, in Ector County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner"), on the dates, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

| Maturity Date | Principal Amount | Interest Rate |
|---|---|---|

(Information for the Bonds from Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Bonds set forth above, on _____ and semiannually thereafter on each _____ and _____ to the respective maturity date specified above, at the respective interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "TR-1."

Section 6. TAX LEVY.

(a) A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received from the initial purchasers of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. If State law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 7. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with

the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS, AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Pricing Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining to the Bonds pending its delivery and investigation, examination, and approval by the Attorney General, and its registration by the Comptroller. Upon registration of the Initial Bond said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in

facsimile, on such Comptroller's Registration Certificate. The approving legal opinion of Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with —

(1) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less, or, in the case of refunding bonds, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(g) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the Issuance Date) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

In order to facilitate compliance with the above covenant (i), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any Treasury Regulations or rulings promulgated pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Pricing Officer to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(i) Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. SALE OF BONDS; OFFICIAL STATEMENT.

(a) The Bonds shall be sold and delivered subject to the provisions of Sections 1 and 3 through a negotiated sale, competitive sale or private placement and pursuant to the terms and provisions of a purchase contract or a notice of sale and bidding instructions and official bid form (in either case, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (collectively, the "Initial Purchaser") of the Bonds shall be designated. The Initial Bonds shall be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a notice of sale and bidding instructions, official bid form, preliminary official statement and a final official statement relating to the Bonds to be used by the Initial Purchaser in the marketing of the Bonds.

Section 12. FURTHER PROCEDURES.

(a) The President or Vice President and Secretary of the Board, the Pricing Officer and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Blanket Issuer Letter of Representations with DTC, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations of the Issuer to DTC is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the initial purchasers to accept delivery of the Bonds is subject to the initial purchasers being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of the Issuance Date. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the President of the Board or the Pricing Officer and the President or Pricing Officer are hereby authorized to execute such engagement letter.

Section 13. COMPLIANCE WITH RULE 15c2-12. If confirmed by the Pricing Officer in the Pricing Certificate, the Issuer hereby makes the following undertaking with respect to the Bonds. The Pricing Officer is hereby authorized to modify the undertaking contained in this Section 13, and any such modifications shall be set forth in the Pricing Certificate.

(a) Annual Reports.

The Issuer shall provide certain updated financial information and operating data annually to the MSRB. The information to be updated includes all quantitative financial information and operating data with respect to the Issuer of the general type included in the Official Statement in "Appendix A – FINANCIAL INFORMATION REGARDING THE DISTRICT" (Tables 1 through 18) and in "Appendix D – AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED AUGUST 31, 2023". The Issuer will update and provide the information in Tables 1 through 18 in "Appendix A – FINANCIAL INFORMATION REGARDING THE DISTRICT" within six months after the end of each fiscal year ending in and after 2024. The Issuer will additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2024. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements included in the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial statements by the required time and will provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(b) Notice of Certain Events. (i) The Issuer shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) Modifications to rights of holders of the Bonds, if material;
(8) Bond calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (i) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer., and (ii) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Subsection (a) of this Section by the time required by such Subsection.

(c) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (b) hereof of any Bond calls and defeasance that cause the Issuer to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 14. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued, as set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECTS. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Projects on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are

completed. The foregoing notwithstanding, the Issuer shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 16. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2024-A Bond Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Projects as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 6 of this Order.

(b) The Issuer may invest proceeds of the Bonds (including investment earnings thereon) issued for Projects and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Order shall be secured to the fullest extent required by law for the security of public funds.

Section 17. DISPOSITION OF PROJECT. The Issuer covenants that the property constituting the projects financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Bonds.

Section 18. FACILITIES ALLOTMENT FUNDS; STATE ASSISTANCE FUNDS. In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with one or more programs established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or any successor State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the Issuer shall deposit immediately upon receipt the

Debt Subsidy Funds received to the credit of the Interest and Sinking Fund for the Bonds created pursuant to Section 6. Notwithstanding the requirements of Section 6, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 6 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

Section 19. PERMANENT SCHOOL FUND GUARANTEE PROGRAM. The Issuer has made application for guarantee of the Bonds by the Permanent School Fund of the State of Texas (the "Permanent School Fund"). In connection therewith, the Issuer covenants as follows:

(a) To timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Permanent School Fund.

(b) Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Permanent School Fund shall cease and no longer be available.

(c) In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller shall be authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

Section 20. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be materially inconsistent with the provisions of this Order and that shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners (for purposes of this sentence only, 100% of the aggregate principal amount of Bonds which are insured by a bond insurance provider at the time that the Issuer seeks approval of an amendment shall be deemed to be owned by such bond insurance provider) of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without

the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 21. APPROPRIATION. To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt

service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 22. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 23. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

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# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** **DISCUSS AND CONSIDER ADOPTION OF AN ORDER AUTHORIZING THE ISSUANCE OF UP TO $100,000,000 ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024-B; ESTABLISHING SALE PARAMETERS; AUTHORIZING THE EXECUTION OF AGREEMENTS WITH A PAYING AGENT/REGISTRAR, A REMARKETING AGENT AND A TENDER AGENT WITH RESPECT TO THE BONDS; APPROVING A REMARKETING MEMORANDUM; LEVYING ANNUAL AD VALOREM TAXES IN PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

**DATE:** March 26, 2024

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As our financial advisory presented in the financing options, selling these variable rate bonds provides for a flexibility for prepayment in our bond portfolio and provides additional funds needed for projects.

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Administrative Recommendation:

Approval of Adoption of an Order Authorizing the Issuance of up to $100,000,000 Ector County Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2024-B; Establishing Sale Parameters; Authorizing the Execution of Agreements with a Paying Agent/Registrar, a Remarketing Agent and a Tender Agent with Respect to the Bonds; Approving a Remarketing Memorandum; Levying Annual Ad Valorem Taxes in Payment of Said Bonds; and Enacting Other Provisions Relating to the Subject.

ORDER AUTHORIZING THE ISSUANCE OF UP TO $100,000,000 ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024-B; ESTABLISHING SALE PARAMETERS; AUTHORIZING THE EXECUTION OF AGREEMENTS WITH A PAYING AGENT/REGISTRAR, A REMARKETING AGENT AND A TENDER AGENT WITH RESPECT TO THE BONDS; APPROVING A REMARKETING MEMORANDUM; LEVYING ANNUAL AD VALOREM TAXES IN PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF ECTOR §
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the hereinafter authorized bonds represent the issuance of a portion of the bonds lawfully and favorable voted and approved by voters of the Ector County Independent School District (the "District") on November 7, 2024 (the "Bond Election"), for the purpose of the construction, renovation, acquisition and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, and the purchase of new school buses; and

WHEREAS, the Board of Trustees of the District deems it necessary and advisable to authorize, issue and deliver up to $100,000,000 of said voted bond authorization from the Bond Election for the purposes stated in the preceding paragraph, together with the $196,230,000 Series 2024-A Bonds (hereinafter defined) authorized on the date hereof, thereby leaving a balance of voted but unissued bonds from the Election of $128,033,000 with the final amounts of said voted authorization and final terms of the bonds to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1371.004, Texas Government Code; and

WHEREAS, the District is an "issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or in a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Chapter 1371, Texas Government Code, as amended, Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, and other applicable laws; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT:

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Acts" means Chapter 45, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended.

"Additional Mandatory Redemption" shall have the meaning assigned to such term in Section 5.03 of this Order.

"Amortization End Date" shall mean with respect to any Purchased Bonds the fifth anniversary of the Amortization Start Date with respect to such Purchased Bonds, or as otherwise provided in a Liquidity Agreement.

"Amortization Payment Date" shall mean, with respect to any Purchased Bonds, (i) each February 1 and August 1 occurring after the Amortization Start Date and prior to the Amortization End Date, commencing with February 1 of the District's fiscal year immediately following the fiscal year in which the Amortization Start Date occurs, and (ii) the Amortization End Date.

"Amortization Start Date" shall mean, with respect to any Purchased Bonds, the date established as such in any Liquidity Agreement.

"Attorney General" shall mean the Office of the Attorney General of the State.

"Authorized Denominations" shall mean, with respect to Bonds bearing interest at the Initial Rate, or a Variable Rate, $5,000 and integral multiples thereof, with respect to Bonds bearing interest at a Flexible Rate, $100,000 and integral multiples of $5,000 in excess thereof, and with respect to Bonds bearing interest at a Fixed Rate, $5,000 and integral multiples thereof.

"Authorized Representative" shall mean one or more of the following officers of the District: the Superintendent of Schools, the Chief Financial Officer (including any Interim Chief Financial Officer), the Director of Finance, or such other officer or employee of the District authorized by the Board to act as an Authorized Representative.

"Bank" shall mean the provider from time to time of any Liquidity Agreement to provide liquidity of the Bonds. Upon initial delivery of the Bonds, there shall be no Bank.

"Bank Obligations" shall mean the obligations of the District to the Bank due or to become due under the Liquidity Agreement or under the Purchased Bonds.

"Board" shall mean the Board of Trustees of the District.

"Bonds" shall mean the "Ector County Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2024-B," authorized for issuance pursuant to the terms of this Order.

"Book-Entry-Only System" shall mean the system maintained by the Securities Depository described in Section 2.11.

"Business Day" shall mean any day other than (a) a Saturday, Sunday or legal holiday, or (b) a day on which banking institutions located in Odessa, Texas, or in any city in which the corporate trust office or designated payment/transfer office of the Paying Agent/Registrar, the Tender Agent or the Bank or the primary office of the Remarketing Agent are located, are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange or DTC is closed. Any payments required hereunder to be made on any day which is not a Business Day may be made instead on the next succeeding Business Day, and no interest shall accrue on such payments in the interim.

"Code" shall mean the Internal Revenue Code of 1986, including applicable regulations, published rulings, and court decisions.

"Comptroller" shall mean the Office of the Comptroller of Public Accounts of the State.

"Conversion Date" shall mean: (a) with respect to Bonds converted to a Fixed Rate, the Fixed Rate Conversion Date; and (b) with respect to Bonds converted to a particular type of Variable Rate Period, the Weekly Rate Conversion Date and the Term Rate Conversion Date, as applicable; and (c) with respect to Bonds converted to a Flexible Rate Period or Periods, the Flexible Rate Conversion Date.

"Costs of Credit Agreements" shall mean, collectively, Bank Obligations, any fees of the Remarketing Agent, any fees of the Tender Agent, and any other costs, fees or expenses with respect to or in connection with the Liquidity Agreement, the Remarketing Agreement, the Tender Agent Agreement or any other Credit Agreement entered into in connection with the Bonds.

"Credit Agreement" has the meaning assigned to that term by Section 1371.001(1), Texas Government Code, as amended.

"Daily Flexible Rate Period" shall mean a period effective from and including the commencement date thereof and remaining in effect to, but not including, the next succeeding Business Day.

"Dated Date" shall mean the dated date of the Bonds as set forth in the Pricing Certificate.

"Defeased Bond" shall have the meaning assigned to such term in Section 12.01 of this Order.

"Defeasance Securities" shall have the meaning assigned to such term in Section 12.01 of this Order.

"District" shall mean the Ector County Independent School District, located in Ector County, Texas.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Eligible Account" means an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a Standard and Poor's Ratings Services short-term debt rating of at least "A-2" (or, if no short-term debt rating, a long-term debt rating of "BBB+"); or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulations, Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

"Event of Default" shall mean any event of default as defined in Section 11.01 of this Order.

"Event of Termination" means any event under a Liquidity Agreement the occurrence of which immediately terminates the obligation of the Bank to purchase Bonds pursuant to a Liquidity Agreement without notice or demand.

"Excess Interest Funds" shall have the meaning assigned to such term in Section 5.03 of this Order.

"Fixed Rate" shall mean the per annum rate or rates of interest the Bonds shall bear during a Fixed Rate Period.

"Fixed Rate Conversion Date" shall mean the date on which all or a part of the Bonds begin to bear interest at the Fixed Rate pursuant to Section 3.07 of this Order.

"Fixed Rate Period" shall mean the period beginning on a Fixed Rate Conversion Date and ending at the stated maturity or maturities of the Bonds, during which Bonds bear interest at one or more Fixed Rates.

"Flexible Rate" shall mean, with respect to any particular Bond, the per annum interest rate determined for each Flexible Rate Period applicable thereto.

"Flexible Rate Conversion Date" shall mean the date on which the Bonds first begin to bear interest at Flexible Rates pursuant to Section 3.06 of this Order.

"Flexible Rate Period" shall mean each period (not to exceed 270 calendar days) during which a Bond bears interest at a Flexible Rate, including a Daily Flexible Rate Period or Seven Day Flexible Rate Period.

"Highest Lawful Rate" shall mean the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the District in the exercise of its borrowing powers (as currently prescribed in Chapter 1204, Texas Government Code, as amended, or any successor statute).

"Initial Bond" shall mean the initial Bond authorized by Section 2.08(d) of this Order.

"Initial Purchaser" means the initial purchaser of the Bonds named in the Pricing Certificate.

"Initial Rate" shall mean the interest rate the Bonds shall bear during the Initial Rate Period.

"Initial Rate Period" shall mean the period commencing on the Issuance Date and ending on the date specified as such in the Pricing Certificate.

"Interest and Sinking Fund" shall mean the interest and sinking fund established by Section 2.04 of this Order.

"Interest Payment Date" shall mean: (a) with respect to Bonds bearing interest at the Initial Rate, the February 1 or August 1 as specified in the Pricing Certificate, and each February 1 and August 1 thereafter; (b) with respect to Bonds bearing interest at a Weekly Rate, the first Business Day of each calendar month beginning on the first such date occurring after the Weekly Rate Conversion Date; (c) with respect to Bonds bearing interest at a Term Rate, each February 1 and August 1, beginning on the first such date occurring after the Term Rate Conversion Date, (d) with respect to Bonds bearing interest at a Fixed Rate, each February 1 and August 1, beginning on the first such date occurring after the Fixed Rate Conversion Date; (e) with respect to any Bond bearing interest at a Flexible Rate for a Flexible Rate Period of 183 days or shorter, the first Business Day after the last day of each Flexible Rate Period applicable thereto; (f) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of longer than 183 days, the first Business Day after the last day of the Flexible Rate Period and each August 1 and February 1 occurring within such Flexible Rate Period, beginning on the first such date occurring after the applicable Flexible Rate Conversion Date; (g) with respect to the Purchased Bonds, the dates set forth in a Liquidity Agreement, and (h) each mandatory tender date pursuant to Section 4.02 of this Order.

"Interest Period" shall mean (a) the period from and including the Issuance Date to and including the day immediately preceding the first Interest Payment Date on the Bonds, and (b) thereafter, the period from and including any Interest Payment Date to and including the day immediately preceding the next following Interest Payment Date.

"Issuance Date" shall mean the date the Bonds are delivered to and paid for by the Initial Purchaser.

"Liquidity Agreement" shall mean a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase obligations, purchase or sale agreement, or any similar agreement with a Bank for the provision of liquidity on the Bonds. The District shall not execute

a Liquidity Agreement unless it first receives an Opinion of Bond Counsel and, if such Liquidity Agreement constitutes a Credit Agreement, the approval of the Attorney General.

"Maximum Interest Rate" shall mean 10% or such other higher rate of interest as shall be specified in the Pricing Certificate, but in no event to exceed the lesser of (a) 15% per annum or (b) the Highest Lawful Rate. No higher rate of interest shall be effective unless and until (x) the District and the Bank amend any Liquidity Agreement accordingly, (y) the District is able to demonstrate that the District has the projected ability to pay the principal and interest on the Bonds assuming such higher interest rate in the manner required by Section 45.0031, Texas Education Code, or any successor statute in effect at such time, and (z) the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an opinion of nationally recognized bond counsel to the effect that such change in the Maximum Interest Rate will not have an adverse effect on the exclusion from federal income tax of the interest on the Bonds.

"Minimum Mandatory Redemptions" shall have the meaning assigned to such term in Section 5.03 of this Order.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Opinion of Bond Counsel" shall mean an opinion of nationally recognized bond counsel addressed to the District and the Paying Agent/Registrar and stating, unless otherwise specified herein, that the action proposed to be taken is authorized or permitted by this Order and State law and will not adversely affect the excludability from gross income for federal income tax purposes of interest on the Bonds.

"Optional Redemption Date" shall mean the any date on which Bonds may be redeemed at the option of the District pursuant to Section 5.02 hereof.

"Order" shall mean this order authorizing the issuance of the Bonds.

"Outstanding" shall mean when used to modify Bonds, Bonds issued, authenticated and delivered under this Order, excluding (i) Bonds which have been exchanged or replaced or otherwise surrendered for cancellation, (ii) Bonds which have been paid, (iii) Bonds which have become due and for the payment of which moneys have been duly provided, (iv) Bonds deemed tendered for purchase and not delivered to the Tender Agent on the applicable purchase date, provided sufficient funds for payment of the Purchase Price are on deposit with the Tender Agent, and (v) Bonds with respect to which this Order have been defeased pursuant to Article XII.

"Owner" shall mean the person who is the registered owner of a Bond or Bonds, as shown in the Register, including any Bank as the purchaser of Purchased Bonds pursuant to a Liquidity Agreement.

"Paying Agent/Registrar" shall mean, initially, the entity named as such in the Pricing Certificate to act as Paying Agent/Registrar for the Bonds, or any successor thereto as provided in this Order.

"Payment Fund" shall mean the fund described in Section 4.01(d)(ii) hereof.

"Permanent School Fund" shall mean that fund, created by Article VII, Section 5 of the State Constitution, pursuant to which the payment of principal and interest on the Bonds has been guaranteed.

"Pricing Certificate" means the certificate signed by the Pricing Officer described in Section 2.01 finalizing the terms and sale of the Bonds.

"Purchase Date" shall mean the date on which the Bank purchases any Bonds pursuant to the Liquidity Agreement.

"Purchased Bond Rate" shall have the meaning assigned to such term in a Liquidity Agreement.

"Purchased Bonds" shall mean the Bonds purchased by the Bank pursuant to the terms of a Liquidity Agreement from and including the Purchase Date to, but not including, the earliest of (a) their maturity date or redemption date or their satisfaction and discharge by other means, (b) their remarketing by the Remarketing Agent (or the election by the Bank or other Owner of Purchased Bonds to retain such Bonds), or (c) their conversion to a Fixed Rate.

"Purchase Price" shall mean, with respect to each Bond (or any portion thereof) tendered for purchase pursuant to Article IV hereof, the par amount thereof, plus accrued but unpaid interest thereon to the date of purchase of such Bond; provided, however, that accrued interest will not be taken into account in the computation of the Purchase Price with respect to Bonds if the applicable purchase date is an Interest Payment Date.

"Rate Determination Date" shall mean the date on which the Remarketing Agent determines the rate of interest to be borne by Variable Rate Bonds pursuant to Section 3.02(b) or (c), as applicable, or by Flexible Rate Bonds pursuant to Section 3.03(a).

"Rate Period" shall mean the period during which a particular rate of interest determined for the Bonds is to remain in effect pursuant to Article III of this Order.

"Rating Agency" shall mean Moody's Investors Services, Inc.; Standard and Poor's Ratings Services, a Standard and Poor's Financial Services LLC business; Fitch Ratings and their successors and assigns, or any other national credit rating agency then rating the Bonds.

"Record Date" shall mean (a) with respect to Bonds bearing interest at the Initial Rate, a Variable Rate or Flexible Rate, the close of business on the Business Day immediately preceding the Interest Payment Date, and (b) with respect to Bonds bearing interest at a Fixed Rate, the fifteenth calendar day of the month immediately preceding the Interest Payment Date.

"Register" shall mean the Register specified in Section 2.10(a) of this Order.

"Related Documents" shall mean and includes the Bonds, a Remarketing Agreement, the Tender Agent Agreement, this Order, any Liquidity Agreement and any and all other documents which the District has executed and delivered, or may hereafter execute and deliver, to evidence or secure the District's obligations thereunder.

"Remarketing Agent" shall mean, initially, the entity named as such in the Pricing Certificate to act as Remarketing Agent for the Bonds, and any successor thereto.

"Remarketing Agreement" shall mean the Remarketing Agreement pertaining to the Bonds between the District and the Remarketing Agent, or any similar agreement pertaining to the Bonds entered into from time to time with any successor Remarketing Agent.

"Rule" shall mean SEC Rule 15c2-12, as amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Series 2024-A Bonds" shall mean the Ector County Independent School District Unlimited Tax School Building Bonds, Series 2024-A, authorized by separate order adopted by the Board on the date hereof.

"Seven Day Flexible Rate Period" shall mean a period of seven calendar days.

"Special Interest" shall mean with respect to any Purchased Bonds and for any fiscal year of the District that portion (if any) of the interest on such Purchased Bonds which exceeds the interest which accrues thereon calculated (i) if the Bonds are in a Weekly Rate or Flexible Rate mode, at the Maximum Interest Rate for Bonds other than Purchased Bonds, or (ii) if the Bonds are in a Term Rate mode, at the rate of interest that would have been applied by the District for such Bonds in setting its tax rate under Section 2.03(a) hereof assuming no other unencumbered or lawfully available funds of the District were on deposit in the Interest and Sinking Fund at such time.

"Specified Event" means the occurrence of an event under a Liquidity Agreement for which the Bank has delivered notice that the obligation of the Bank to purchase Bonds shall terminate at the end of the period specified in the Liquidity Agreement.

"Special Record Date" shall have the meaning assigned to such term in Section 2.07(f) of this Order.

"State" shall mean the State of Texas.

"Stated Expiration Date" means, with respect to a Liquidity Agreement, the date set forth in the Liquidity Agreement as the date the Liquidity Agreement is scheduled to expire, as such date may be extended from time to time in accordance with the provisions of the Liquidity Agreement.

"Stepped Rate" shall mean the per annum rate of interest for Bonds in the Stepped Rate Period, as specified in the Pricing Certificate.

"Stepped Rate Period" shall mean the period of time commencing on the Mandatory Tender Date described in Sections 4.04(f) and 4.08 and continuing through a subsequent remarketing or redemption of the Bonds.

"Tender Agent" shall mean, initially, the entity named as such in the Pricing Certificate to act as Tender Agent for the Bonds, or any successor thereto.

"Tender Agent Agreement" shall mean the Tender Agent Agreement among the District, the Tender Agent and the Remarketing Agent, pertaining to the Bonds or any similar agreement entered into from time to time with any successor Tender Agent.

"Term Rate" shall mean the per annum rate of interest the Bonds shall bear during a Term Rate Period.

"Term Rate Conversion Date" shall mean the day the Bonds first bear interest at a Term Rate pursuant to Section 3.01 of this Order or pursuant to Section 3.05 of this Order.

"Term Rate Period" shall mean each period in which the interest rate on the Bonds is fixed for periods of at least twelve (12) months duration pursuant to Section 3.02(c) of this Order.

"Unclaimed Payments" shall mean money deposited with the Paying Agent/Registrar or Tender Agent for the payment of principal, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity or for the payment of the Purchase Price of Bonds, which money is not claimed by the Owners of such Bonds.

"Undelivered Bonds" shall mean Bonds which are required to be delivered to the Tender Agent pursuant to the terms of this Order and which are not delivered.

"Variable Rate" shall mean, as the context requires, the Weekly Rate or Term Rate applicable to the Bonds.

"Variable Rate Conversion Date" shall mean the day the Bonds first bear interest at a Variable Rate pursuant to Section 3.05 of this Order.

"Variable Rate Period" shall mean each period during which the Bonds bear interest at a specific Variable Rate.

"Weekly Rate" shall mean the per annum interest rate to be determined for the Bonds on a weekly basis pursuant to Section 3.02(b) of this Order.

"Weekly Rate Conversion Date" shall mean the day the Bonds first bear interest at a Weekly Rate pursuant to Section 3.05 of this Order.

"Weekly Rate Period" shall mean the period during which the Bonds bear interest at a Weekly Rate.

Section 1.02. Table of Contents, Titles, and Headings. The table of contents, titles, and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. Unless expressly provided otherwise, all references to article and section numbers herein shall be to the article and section numbers of this Order.

Section 1.04. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

## ARTICLE II
## AUTHORIZATION; GENERAL TERMS; TAX LEVY; INTEREST AND SINKING FUND

Section 2.01. Authorization; Delegation to Pricing Officer.

(a) The District's bonds, to be designated "Ector County Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2024-B," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including the Acts. The Bonds shall be issued in the aggregate principal amount not to exceed $100,000,000 for the construction, acquisition and equipment of school buildings in the District, including the purchase of new school buses, and the purchase of the necessary sites for school buildings, and to pay costs of issuance of the Bonds.

(b) Delegation to Pricing Officer. As authorized by Section 1371.053, Texas Government Code, as amended, the Superintendent, Chief Financial Officer (including any Interim Chief Financial Officer) of the District (each a "Pricing Officer") are hereby authorized to act on behalf of the District in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including, determining the Dated Date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each maturity, the interest payment dates, the length of the Initial Rate Period (as the same relates to one or more Bonds), or Initial Rate Periods (as is the case if the Bonds are structured as one or more term Bonds having Initial Rate Periods of different durations and bearing interest at different applicable rates during such Initial Rate Periods), the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District, the Stepped Rate (provided that such Stepped Rate shall not exceed the Maximum Interest Rate per annum), as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, including without limitation obtaining the Permanent School Fund guarantee for the Bonds, if available, or procuring municipal bond insurance, and approving modifications to this Order, including without limitation changing the definition of Defeasance Securities as provided in Article XII hereof and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $100,000,000;

(ii) the final maturity of the Bonds shall not exceed August 1, 2049;

(iii) the Maximum Interest Rate shall not exceed the Highest Lawful Rate;

(iv) the net effective per annum interest rate or rates for the Initial Rate Period (as the same shall relate to one or more Bonds, as applicable and as determined by an Authorized Representative) shall not exceed a rate greater than 10%; and

(v) the delegation made hereby shall expire if not exercised by the Pricing Officer prior to March 25, 2025.

(c) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (b) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the District to the Initial Purchaser. It is further provided, however, that notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery, the Bonds have been rated by a Rating Agency for in one of the four highest rating categories for long term obligations, as required by Chapter 1371. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

Section 2.02. Date, Denomination Maturities, and Interest.

(a) The Bonds shall be dated the Dated Date. The Bonds shall bear interest during the Initial Rate Period at the Initial Rate. Principal of and interest on each Bond shall be paid as set forth in this Order and the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in Authorized Denominations, the Initial Bond shall be numbered T-1 and the definitive Bonds shall be numbered separately from R-1 upward in order of their authentication. Bonds delivered upon transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar.

(b) Interest shall accrue on each Bond respectively until its maturity or prior redemption from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided, at the rate or rates per annum all as specified in Article III of this Order and shall be paid on each Interest Payment Date. Interest on Bonds bearing interest at a Weekly Rate or Flexible Rate will be calculated on the basis of a 365-day or 366-day year, as applicable, for the actual number of days elapsed. Interest on Bonds bearing interest at the Initial Rate, a Term Rate, the Stepped Rate or a Fixed Rate shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each. Interest on Purchased Bonds shall bear interest at the Purchased Bond Rate and shall be calculated on the basis of the actual number of days elapsed in a year of 360 days.

Section 2.03. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while the Bonds or any interest thereon is outstanding and unpaid or any Costs of Credit Agreements are unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the District at a rate sufficient, without limit as to rate or amount, to pay the principal of and interest on the Bonds and the Costs of Credit Agreements when due and payable, full allowance being made for delinquencies and costs of collection, taking into account otherwise unencumbered or lawfully available funds of the District which are on deposit in the Interest and Sinking Fund and are available to pay debt service on the Bonds and the Costs of Credit Agreements, assuming (if no Specified Event or Event of Termination has occurred) an interest rate for Bonds bearing interest at a Variable Rate or Flexible Rate equal to (A) with respect to the principal amount of the Bonds for which the interest rate on such Bonds is not then known through the period for which taxes are then being assessed, the Maximum Interest Rate, or (B) with respect to the principal amount of the Bonds for which the interest rate on such Bonds is known for the period for which taxes are then being assessed, the interest rate on such Bonds for such period. If a Specified Event or Event of Termination has occurred, the District will assume that the interest rate on the Bonds is the Highest Lawful Rate.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with law and the money collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds and Costs of Credit Agreements when and as due and payable in accordance with their terms and this Order.

Section 2.04. Interest and Sinking Fund.

(a) The District hereby establishes a special fund or account, to be designated the "Ector County Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2024-B, Interest and Sinking Fund," said fund to be kept at an official depository bank of the District and established and maintained on the books and records of the District separate and apart from all other funds and accounts of the District.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying Costs of Credit Agreements and the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Order.

(c) Regarding any debt service payments on the Bonds and Costs of Credit Agreements to become due and payable prior to receipt of the taxes levied to pay such debt service and Costs of Credit Agreements, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which will be sufficient to pay such payments on the Bonds and Costs of Credit Agreements.

Section 2.05. Application of Chapter 1208, Government Code.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 2.03, and is therefore valid, effective, and perfected. Should State law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the District under Section 2.03 is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds and the Bank or any other provider of Credit Agreements relating to the Bonds the perfection of a security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.06. Facilities Allotment Funds; State Assistance Funds.

(a) In connection with the issuance of the Bonds, the District may receive financial assistance from the Texas Education Agency in accordance with the instructional facilities allotment program established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the District receives funding under the Program or other successor State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the District to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the District shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Interest and Sinking Fund for the Bonds created pursuant to Section 2.04. Notwithstanding Section 2.03, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 2.03 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

(b) To the extent that the District demonstrates to the Attorney General that the District's ability to comply with the requirements of Section 45.0031, Texas Education Code, as amended, is contingent on receiving State assistance, the District covenants, to the extent required, and for so long as required, to comply with the provisions of said Section 45.0031 and to not set a tax rate for a year until the District has credited to the account of the Interest and Sinking Fund for the Bonds the amounts of State assistance received or to be received in accordance with the terms of said Section 45.0031.

Section 2.07. Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) The principal of each Bond shall be paid to the Owners when due, whether at the maturity date or the date of prior redemption, only upon presentation and surrender of such Bond at the designated office of the Paying Agent/Registrar.

(c) Interest on the Bonds shall be payable to the Owners appearing in the Register at the close of business on the Record Date.

(d) Other than as provided in Section 2.11 with respect to Bonds held in the Book-Entry-Only System, principal and interest shall be paid as follows: (i) with respect to Bonds bearing interest at a Weekly Rate or Flexible Rate by federal funds by wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, and, in absence of such written instruction, by check dated the Interest Payment Date and mailed by first class mail, (ii) with respect to Bonds bearing interest at the Initial Rate, a Term Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown in the Register on the applicable Record Date, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar at the request of and at the risk and expense of the Owner, and (iii) with respect to Bonds bearing interest at the Purchased Bond Rate, in accordance with a Liquidity Agreement then in effect.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day and payment on such date shall for all purposes be deemed to have been made on the due date thereof.

(f) With respect to Bonds bearing interest at a Fixed Rate, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

(g) Unclaimed Payments that remain unclaimed by the Owners for ninety days after the applicable payment or redemption date shall be held in trust, uninvested by the Paying Agent/Registrar or Tender Agent, as applicable, for the account of the Owners of the Bonds to which the Unclaimed Payments pertain. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be reported and disposed of by the Paying Agent/Registrar or Tender Agent, as applicable, in accordance with the applicable provisions of State law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.08. Execution and Registration of Bonds.

(a) The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the District shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the

effect as required or indicated, as set forth in this Order, including the FORM OF BOND in Exhibit A attached to this Order, with such appropriate variations, omissions, or insertions as are permitted or required by the Pricing Certificate. The Bond initially issued and delivered pursuant to this Order is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF BOND set forth in Exhibit A attached to this Order, with such appropriate variations, omissions, or insertions as are permitted or required by the Pricing Certificate.

(b) The Bonds shall be executed on behalf of the District by the President and Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except for the Initial Bond, which need not be authenticated, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar.

(d) On the Issuance Date, one Initial Bond representing the entire principal amount of the Bonds, payable to the Initial Purchaser, or its designee, executed by the manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General, and registered by the Comptroller by registration certificate attached or affixed thereto, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on the Initial Bond, cancel the Initial Bond and deliver registered definitive Bonds through DTC in accordance with instructions received from the Initial Purchaser or its designee. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 2.09. Ownership.

(a) The District, the Paying Agent/Registrar, the Tender Agent and any other person may treat the person whose name appears in the Register as the Owner of any Bond as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (except interest shall be paid to the person in whose name the Bond is registered on the "Record Date" as described in subsections 2.07(c)-(d)), and for all other purposes, whether or not such Bond is overdue, and none of the District, the Tender Agent or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 2.10 Registration, Transfer, and Exchange.

(a) While any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its designated office in the State the Register, in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall record the names and addresses of the Owners of the Bonds and information relating the payment and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the designated trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar are hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, as applicable, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(f) Following any Fixed Rate Conversion Date, neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or Interest Payment Date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

Section 2.11. Book-Entry-Only System.

(a) The definitive Bonds shall be initially issued in the form of a single fully registered Bond. Upon initial issuance, the ownership of such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.13 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

(c) Notwithstanding any other provision of this Order to the contrary, the District, the Tender Agent and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order.

(d) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the District is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

Section 2.12. Payments and Notices to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, while any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

Section 2.13. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 2.14. Variable Rate and Flexible Rate Bonds Held in Book-Entry-Only System.

This Section shall apply with respect to tenders and purchases of Variable Rate and Flexible Rate Bonds held in the Book-Entry-Only System. The Remarketing Agent will transfer proceeds from the remarketing of tendered Variable Rate or Flexible Rate Bonds directly to DTC to be distributed in accordance with DTC's normal procedures. Evidence of beneficial ownership in Variable Rate or Flexible Rate Bonds purchased with such remarketing proceeds shall be provided to the purchasers thereof according to DTC's normal procedures. To the extent the Remarketing Agent is unable to successfully remarket tendered Variable Rate or Flexible Rate Bonds, and any portion of the Purchase Price shall have been paid pursuant to a Liquidity Agreement, then upon the Bank's purchase of such Variable Rate or Flexible Rate Bonds, such Purchased Bonds shall be transferred to the DTC Participant account of the Bank or, if directed in writing by the Bank, to the DTC Participant account of the Tender Agent or other nominee or designee of the Bank, for the benefit of the Bank as beneficial owner of such Purchased Bonds. Pursuant to the Remarketing Agreement, the Remarketing Agent shall continue its attempts to remarket the Purchased Bonds.

Section 2.15. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be canceled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall treat such canceled Bonds in accordance with its document retention policies.

Section 2.16. Replacement Bonds.

(a) In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Owner applying for a replacement bond shall furnish to the District and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Owner shall furnish to the District and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the District may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the District whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the District or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 2.10 for Bonds issued in conversion and exchange for other Bonds.

## ARTICLE III
## INTEREST RATES ON BONDS

Section 3.01. Initial Interest Rate; Subsequent Interest Rates.

(a) The Bonds shall bear interest at the Initial Rate for the Initial Rate Period as set forth in the Pricing Certificate. At the end of the Initial Rate Period, the Bonds shall be subject to mandatory tender without right of retention by the Owners pursuant to Section 4.02(h) hereof.

(b) After the Initial Rate Period expires, the Bonds shall bear interest at the Term Rate as determined in Section 3.02(c) for a Term Rate Period of one year in duration unless a different Rate Period is specified pursuant to the Pricing Certificate or upon written direction of an Authorized Representative, until the Bonds are converted to a different Rate Period.

(c) Upon the conversion to the Term Rate, or any other Rate Period, at the end of the Initial Rate Period, the District shall deliver an Opinion of Bond Counsel to the Paying Agent/Registrar.

(d) The Rate Period applicable to the Bonds may be converted to or from a different Variable Rate Period, or to or from Flexible Rate Periods, or to the Fixed Rate Period, pursuant to this Article III. If the Remarketing Agent fails to remarket the Bonds, resulting in the Owners thereof retaining such Bonds subsequent to the end of the Initial Rate Period, those Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period.

(e) Notwithstanding any provision of this Order to the contrary, any remarketing of the Bonds, whether due to conversion from one interest rate mode to a different interest rate mode or otherwise, may generate market premium, provided that that the interest rate shall never exceed the Maximum Interest Rate.

Section 3.02. Determination of Interest Rate for Variable Rate Modes.

(a) Determination of Interest Rate by Remarketing Agent. Subject to the further provisions of this Article III with respect to particular Variable Rates or conversions between or to Variable Rate modes, the Variable Rate for the Bonds during any Variable Rate Period shall be determined by the Remarketing Agent. The Remarketing Agent shall determine the Variable Rate in accordance with this Section on the Rate Determination Date, and all Bonds (except Purchased Bonds and Bonds bearing interest at the Stepped Rate) shall be issued in the same Variable Rate mode. The Variable Rate determined by the Remarketing Agent shall become effective on the first day of the next succeeding Rate Period.

(i) The Variable Rate for the applicable Variable Rate Period shall be determined by the Remarketing Agent on the Rate Determination Date required pursuant to Section 3.02(b), (c) or 3.05(a) below, as is applicable.

(ii) Each Variable Rate determined by the Remarketing Agent shall be the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause the Bonds to have a market value equal to 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions as of the Rate Determination Date; provided that in no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Interest Rate; provided further, that if such Bonds become Purchased Bonds, the provisions of Section 3.04 hereof shall govern the interest rate on such Purchased Bonds.

(iii) In determining the interest rates, the Remarketing Agent shall take into account to the extent applicable market interest rates and indices, general economic conditions, and general market conditions as they relate to comparable securities which are held by institutional and private investors with substantial portfolios (1) with a term equal

to the applicable Rate Period for the Bonds; (2) the interest on which is exempt from federal income taxation; (3) rated, if the Bonds are rated, by a Rating Agency in the same rating category as the Bonds; (4) with security or credit support similar to the Bonds; and (5) with redemption provisions similar to those of the Bonds.

(iv) All determinations of Variable Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, a Bank, and the Owners of the Bonds to which such rates are applicable. The District, the Tender Agent, the Paying Agent/Registrar and the Remarketing Agent shall not be liable to any Owners for failure to give any notice required above or for failure of any Owners to receive such notice.

(b) Determination of Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall commence on Thursday of each week and end on Wednesday of the following week; except that (A) in the case of a conversion to a Weekly Rate Period from a different Rate Period, the initial Weekly Rate Period shall commence on the Weekly Rate Conversion Date and end on Wednesday of the following week, and (B) in the case of a conversion from a Weekly Rate Period to a different Rate Period, the last Weekly Rate Period prior to such conversion shall end on the day immediately preceding the Conversion Date.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such Weekly Rate Period and shall remain in effect through and including the last day thereof. Each such Weekly Rate shall be determined by the Remarketing Agent by 12:00 p.m., New York City time on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of the Weekly Rate Period to which it relates, and each such Weekly Rate shall be made available including but not limited to via electronic means to any Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) In the event the Remarketing Agent fails for any reason to determine the Weekly Rate or to notify the Paying Agent/Registrar or Tender Agent of the Weekly Rate for any Weekly Rate Period, the Weekly Rate for such Bond shall be the Weekly Rate then in effect, until the Remarketing Agent determines a new Weekly Rate.

(iv) Notice of Weekly Rates determined for each Weekly Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry-Only System is discontinued, notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner by monthly statement within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate is to be paid. The Paying Agent/Registrar shall include in the notice a telephone number Owners may call to ascertain the Weekly Rate in effect from time to time.

(c) Determination of Term Rates. A Term Rate shall be determined for each Term Rate Period as follows:

(i) Term Rate Periods shall be periods of at least twelve (12) months duration and shall (A) commence initially on the Term Rate Conversion Date and subsequently on the August 1 which is at least twelve (12) calendar months after the Term Rate Conversion Date; and (B) end on the day preceding either the commencement date of the following Term Rate Period or the Conversion Date on which a different interest rate mode shall become effective; provided, however, that the Stated Expiration Date of any Liquidity Agreement shall be not less than five (5) days after the last day of any Term Rate Period. If, at the expiration of the then-applicable Term Rate Period, there does not exist a Liquidity Agreement providing liquidity support for Bonds then Outstanding and there occurs a failed remarketing of the type described in Section 4.02(d) hereto, such Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period.

(ii) While Bonds are bearing interest at a Term Rate and prior to the commencement of a subsequent Term Rate Period, an Authorized Representative may change the duration of such subsequent Term Rate Period to a different duration.

(A) The District shall give written notice of any such change to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank not less than thirty (30) days prior to the commencement date of such Term Rate Period. Such notice shall specify the Term Rate Period to which such change will be made, and the duration of such Term Rate Period. Such notice shall also specify the conditions to the change and the consequences of such conditions not being fulfilled.

(B) Any change in duration of a Term Rate Period pursuant to this Section 3.02(c)(ii) from a Term Rate Period of one year duration to a Term Rate Period with a duration of more than one year or from a Term Rate Period with a duration of more than one year to a Term Rate Period of one year duration shall be subject to the condition that the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required in Section 3.02(c)(ii)(A) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the commencement date of the subject Term Rate Period). If such Opinion of Bond Counsel is not delivered, such change shall not occur and the Bonds shall remain in the same Term Rate Periods.

(C) If the confirmation of the Opinion of Bond Counsel is not delivered on the commencement date of the subject Term Rate Period pursuant to Section 3.02(c)(ii)(B), the change in duration shall not occur and the Bonds shall remain in the same Term Rate Periods; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

(iii) The Term Rate for each Term Rate Period shall be effective from and including the commencement date of such Term Rate Period and remain in effect through and including the last day thereof. Each such Term Rate shall be determined for each Term Rate Period no later than 12:00 p.m. on the Rate Determination Date, which date

shall be a Business Day not less than one (1) Business Day preceding the commencement date of such Term Rate Period, and each such Term Rate shall be made available including but not limited to via electronic means to a Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iv) For any Bonds in which a Liquidity Agreement is in effect, in the event the Remarketing Agent fails for any reason to determine the Term Rate for any Term Rate Period, or to provide notice thereof to the Paying Agent/Registrar or Tender Agent when required hereunder, the interest mode on the Bonds shall be (A) converted to a Weekly Rate equal to 100% of the commercial paper rate (30 days) for the most recent date shown in the table captioned "Short-Term Tax-Exempt Yields" in the edition of The Bond Buyer (or if The Bond Buyer or such table is no longer published, any other published similar rate as is determined by the District in its sole discretion to be appropriate) published on the day on which such rate is determined or, if such rate is not published on that day, the most recent publication of such rate, with Weekly Rate Periods, until the Remarketing Agent determines a new Weekly Rate for such Bonds, but only if the District delivers to the Paying Agent/Registrar an Opinion of Bond Counsel, or (B) if the Opinion of Bond Counsel in clause (A) is not delivered, converted to a Term Rate for a Term Rate Period ending on the day prior to the next succeeding August 1 which Term Rate is equal to 100% of the one-year rate for the most recent date shown in the table captioned "Short-Term Tax-Exempt Yields" in the edition of The Bond Buyer (or if The Bond Buyer or such table is no longer published, any other published similar rate as is determined by the District in its sole discretion to be appropriate) published on the day on which such rate is determined or, if such rate is not published on that day, the most recent publication of such rate, until the Paying Agent/Registrar is notified of a new Term Rate and Term Rate Period for such Bonds.

(v) Notice of Term Rate. Notice of Term Rates determined for each Term Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry-Only System is discontinued, notice of Term Rates determined for each Term Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner by monthly statement within seven (7) Business Days after each Rate Determination Date. The Paying Agent/Registrar shall include in the notice a telephone number Owners may call to ascertain the Term Rate in effect from time to time.

Section 3.03. Determination of Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows:

(a) The Flexible Rate Period for each Bond shall be of such duration, not less than the period set forth in a Liquidity Agreement then in effect or except as provided in subsection (iii) below, and not exceeding 270 days, as may be offered by the Remarketing Agent and any Bond may bear interest at a Flexible Rate for a Flexible Rate Period different from any other Bond; provided that each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date), and (B) end on a day which is a Business Day not less than five (5) days prior to the stated expiration date of the Liquidity Agreement then in effect. Each Flexible Rate Period shall be made available to the Bank, the Paying Agent/Registrar and the

Tender Agent by the Remarketing Agent including but not limited to via electronic means by on its date of determination.

(b) The Flexible Rate for each Flexible Rate Period shall be effective from and including the commencement date of such Flexible Rate Period through and including the last day thereof. Each such Flexible Rate shall be determined by the Remarketing Agent in connection with the sale of the Bond or Bonds to which it relates pursuant to Section 4.02(a) or 4.02(c). Flexible Rates shall be determined for Bonds no later than 12:00 p.m. New York City time on the Rate Determination Date, which shall be the Business Day immediately preceding the commencement date of each Flexible Rate Period with respect to such Bond, by the Remarketing Agent in connection with the remarketing of the Bonds at a rate or rates which in its judgment would cause such Bond to have a market value equal to 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions, provided, however, that such Flexible Rate shall never exceed the Maximum Interest Rate. All determinations of Flexible Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, the Bank, and the Owners of the Bonds to which such rates are applicable. Each Flexible Rate shall be made available to the Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent including but not limited to via electronic means by 12:00 p.m. on its Rate Determination Date.

(c) In the event the Remarketing Agent fails for any reason to determine the Flexible Rate or Flexible Rate Period for any Bond, or to provide notice thereof to the Paying Agent/Registrar or Tender Agent when required hereunder, the Flexible Rate Period for such Bond shall be a Seven Day Flexible Rate Period (or a Daily Flexible Rate Period if provided for in the Liquidity Agreement then in effect) and the Flexible Rate for such Bond shall be equal to 100% of the commercial paper rate (30 days) for the most recent date shown in the table captioned "Short-Term Tax-Exempt Yields" in the edition of The Bond Buyer (or if The Bond Buyer or such table is no longer published, any other published similar rate as is determined by the District in its sole discretion to be appropriate) published on the day on which such rate is determined or, if such rate is not published on that day, the most recent publication of such rate, until the Remarketing Agent determines a new Flexible Rate and Flexible Rate Period for such Bond.

Section 3.04. Interest on Purchased Bonds.

(a) Purchased Bonds shall bear interest, for each day elapsed, from and including the date they become Purchased Bonds to and including the day preceding the date they cease to be Purchased Bonds, at the Purchased Bond Rate. If at any time or times the Purchased Bond Rate would exceed the Highest Lawful Rate, the rate of interest to accrue on the unpaid principal balance of the Purchased Bonds during all such times shall be limited to the Highest Lawful Rate; provided, however, that if at any time the Purchased Bond Rate shall exceed the Highest Lawful Rate, then any subsequent reduction below the Highest Lawful Rate in the Purchased Bond Rate to be paid hereunder will not effect a reduction in such rate below the Highest Lawful Rate until the total amount of interest accrued on the unpaid principal balance of the Purchased Bonds equals the amount of interest which would have accrued if the Purchased Bond Rate (without giving effect to this Section 3.04) had at all times been in effect. The District shall pay such interest based on a certificate from the Bank stating the amount of interest to be paid.

(b) Interest on Purchased Bonds shall accrue at the Purchased Bond Rate, and shall be payable (i) on each Interest Payment Date and (ii) upon the remarketing of each Purchased Bond pursuant to this Order, with the difference between the Variable Rate or the Flexible Rate, as applicable, and the Purchased Bond Rate relating to the Purchased Bonds so remarketed becoming an obligation of the District to the Bank, due and payable on the date such Purchased Bonds are remarketed. Notwithstanding the foregoing or any provision of the Liquidity Agreement or any other Related Document, (i) subject to clause (ii) hereinafter, Special Interest with respect to Purchased Bonds for any fiscal year of the District shall not be payable by the District until February 1 of the calendar year immediately following the earliest date on which the District is permitted by law to adopt an order levying ad valorem taxes on property subject to taxation by the District for payment of such Special Interest, and such Special Interest shall not accrue interest pending payment, and (ii) the District shall pay Special Interest in connection with a conversion to a Fixed Rate in accordance with Section 3.07.

(c) Until the Amortization Start Date with respect to any Purchased Bonds, and provided that the Remarketing Agent has been unable to remarket the Purchased Bonds, the Bank shall be paid payments of interest only in accordance with subsections (a) and (b) above. Commencing with the Amortization Start Date, the Purchased Bonds shall be subject to special mandatory redemption as provided in Section 5.04. The principal amount of any Purchased Bonds subject to this subsection (c) shall be payable in substantially equal installments of principal and accrued interest which shall be due on each Amortization Payment Date with respect to such Purchased Bonds; provided, however, that said Purchased Bonds will be subject to earlier repayment as a result of redemption, maturity or other means applicable to all the Bonds subject to the Order; and provided further, however, the District may, at its option, redeem the Purchased Bonds, in whole or in part, as more fully provided in Section 5.02(c) of this Order. During the amortization period described in the Liquidity Agreement and Section 5.04 of this Order, the Purchased Bonds shall continue to bear interest at the Purchased Bond Rate payable as hereinabove set forth in subsections (a) and (b).

(d) The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for Purchased Bonds throughout the period during which such Bonds constitute Purchased Bonds.

Section 3.05. Conversions to or Between Variable Rate Interest Modes.

(a) Conversion Between Variable Rate Modes. At the option of the District, and pursuant to an order of the Board, the Bonds may be converted from one Variable Rate mode to another Variable Rate mode. The conversion shall be accomplished as follows:

(i) The Conversion Date for a conversion from one Variable Rate mode to a different Variable Rate mode shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the Bonds are converted, unless the conversion is from a Term Rate mode to a Weekly Rate mode, in which case the Conversion Date shall be an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Section 3.02(c) above.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the

proposed Conversion Date and the Variable Rate Period to which the conversion will be made, and in the case of conversion to a Term Rate Period, the duration of the Term Rate Periods. Such notice shall also specify the conditions, if any, to the conversion and the consequences of such conditions not being fulfilled.

(iii) Not less than twenty (20) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owners. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Section 3.05(a)(ii) above, and

(B) set forth the matters required to be stated pursuant to Section 4.02(c)(iv) with respect to purchases of Bonds governed by such Section.

(iv) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in Section 3.02(a) above on the date set forth in Section 3.02(b) or (c) above, whichever is applicable to the Variable Rate Period to which the conversion shall be made.

(v) Any conversion pursuant to this Section from (A) a Weekly Rate Period to a Term Rate Period with a duration of more than one year, or (B) from a Term Rate Period with a duration of more than one year to a Weekly Rate Period, shall be subject to the condition that the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required in Section 3.05(a)(ii) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the Conversion Date). If such Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall not be converted but shall remain in the same interest rate mode.

(vi) If the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.05(a)(v), the conversion shall not occur and the Bonds shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

(b) Conversions from Flexible Periods to Variable Rate. At the option of the District, and pursuant to an order of the Board, the Bonds may be converted from Flexible Rate Periods to a Variable Rate Period. To accomplish the proposed conversion, the District shall give written notice of the proposed conversion pursuant to subparagraph 3.05(b)(ii), together with a copy of the Opinion of Bond Counsel if converting to a Term Rate Period with a duration of more than one year. The conversion shall be accomplished as follows:

(i) The Conversion Date shall be both (A) the first Business Day of a calendar month, and (B) the last Interest Payment Date on which interest is payable for any Flexible Rate Periods theretofore established for the Bonds to be converted pursuant to Section 3.03.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank in the manner

and at the times prescribed by Section 3.05(a)(ii). The Paying Agent/Registrar shall give notice of conversion to Owners prior to the Conversion Date in the manner prescribed by Section 3.05(a)(iii).

(iii) Notwithstanding the foregoing, no conversion shall be effected unless the Paying Agent/Registrar shall have received (A) on or before five (5) days prior to the date on which such notice is required to be given to the Owners, written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Period extending beyond the Conversion Date, and (B) if applicable, the Opinion of Bond Counsel (which opinion shall be confirmed on the Conversion Date). If such Remarketing Agent confirmation or Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the Flexible Rate interest mode.

(iv) If the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.05(b)(iii), the conversion shall not occur and the Bonds shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

(v) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established and notice thereof shall be given in the same manner as is provided for conversions from one Variable Rate Period to another pursuant to Section 3.05(a)(iii) above.

Section 3.06. Conversions to Flexible Rate Periods.

At the option of the District, and pursuant to an order of the Board, the Bonds may be converted from a Variable Rate Period to Flexible Rate Periods; provided, however, that the Stated Expiration Date of a Liquidity Agreement will be a day at least five (5) days after the last day of the Flexible Rate Period. To accomplish the proposed conversion, the District shall give written notice of the proposed conversion to the Remarketing Agent not less than one day prior to the date that notice is required to be given pursuant to Section 3.06(c). The conversion shall be accomplished as follows:

(a) The Flexible Rate Conversion Date for a conversion from a Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided however, that in the case of a conversion from a Term Rate Period, the Flexible Rate Conversion Date shall be an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Section 3.02(c).

(b) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent the Remarketing Agent and the Bank not less than thirty (30) days prior to the proposed Flexible Rate Conversion Date. Such notice shall specify the proposed Flexible Rate Conversion Date and the Flexible Rate Period or Periods to which the conversion will be made. Such notice shall also specify the conditions, if any, to the conversion and the consequences of such conditions not being fulfilled.

(c) Not less than twenty (20) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owners of the Bonds. Such notice shall:

(i) contain the information set forth in the notice from the District pursuant to Section 3.06(b) above, and

(ii) set forth the matters required to be stated pursuant to Section 4.02(c) with respect to purchases of Bonds governed by such Section.

(d) The Flexible Rate or Rates for the Flexible Rate Period or Periods commencing on the Flexible Rate Conversion Date shall be determined by the Remarketing Agent in the manner and on the date provided in Section 3.03 above.

(e) Any conversion pursuant to this Section from a Term Rate Period with a duration of more than one year shall be subject to the condition that the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required in Section 3.06(b) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the Flexible Rate Conversion Date). If such Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the same Variable Rate interest mode.

(f) If the confirmation of the opinion of counsel is not delivered on the proposed Flexible Rate Conversion Date pursuant to Section 3.06(e), the conversion shall not occur and the Bonds shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

Section 3.07. Conversion to Fixed Rate at Option of the District.

(a) At the option of the District, and pursuant to an order of the Board, the Bonds bearing interest at the Initial Rate, Variable Rate or Flexible Rate may be converted in whole or in part to a Fixed Rate or Rates to their maturity or prior redemption. In the event of a conversion of less than 100% of all Outstanding Bonds pursuant to this Section, the Paying Agent/Registrar shall select by lot or other customary random method the Bonds to be converted to a Fixed Rate, assuming the Bonds then Outstanding are each in a minimum Authorized Denomination; provided, however that in the event of a conversion of less than 100% of all Outstanding Bonds, any Purchased Bonds and Bonds bearing interest at the Stepped Rate shall be converted prior to any other Bonds, and any Purchased Bonds shall be converted prior to any Bonds bearing interest at the Stepped Rate.

(b) In determining the Fixed Rate, the Remarketing Agent shall take into account to the extent applicable (1) market interest rates for comparable securities which are held by institutional and private investors with substantial portfolios (a) with a term equal to the period to maturity remaining on the Bonds, (b) the interest on which is exempt from federal income taxation, (c) rated, if the Bonds are rated, by a Rating Agency in the same rating category as the Bonds, (d) with security or credit support similar to the Bonds, and (e) with redemption provisions similar to those of the Bonds; (2) other financial market rates and indices which have a bearing on the fixed rate (including but not limited to rates borne by general obligation bonds, United States Treasury

obligations, commercial bank prime rates, certificate of deposit rates, federal funds rates, indices maintained by The Bond Buyer, and other publicly available tax-exempt interest rate indices); (3) general financial market conditions (including current forward supply); and (4) industry, economic, or financial conditions which may affect or be relevant to the Bonds.

(c) Any such conversion to Fixed Rate shall be made as follows:

(i) The Fixed Rate Conversion Date for a conversion from a Variable Rate Period or a Flexible Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from the Bonds are converted or an Interest Payment Date on which interest is payable for all Bonds to be converted which are bearing interest at a Flexible Rate; provided, however, that if the conversion is from a Term Rate Period, the Fixed Rate Conversion Date shall be limited to an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Section 3.02(c) hereof; provided further, that Purchased Bonds may be converted to a Fixed Rate or Rates on any Business Day. The Fixed Rate Conversion Date for a conversion from the Initial Rate shall be the Conversion Date immediately following the end of the Initial Rate Period.

(ii)

(A) The District shall give written notice of any such conversion to the Remarketing Agent, the Paying Agent/Registrar, the Tender Agent and the Bank not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date and the principal amount of Bonds to be converted.

(B) Not less than fifteen (15) days prior to the Fixed Rate Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owner of all Bonds to be converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 3.07(c)(iii).

(iii) Notice of conversion shall be given by first class mail or by other customary means by the Paying Agent/Registrar to each Rating Agency and the Owners of all Bonds to be converted. Such notice shall inform the Owners of: (A) the proposed Fixed Rate Conversion Date; (B) the conditions to the conversion pursuant to Section 3.07(d) below; and (C)the matters required to be stated pursuant to Section 4.02(e)(ii) with respect to purchases of Bonds governed by such Section.

(iv) Not later than 12:00 p.m., New York City time, on or before the seventh (7th) Business Day prior to the Fixed Rate Conversion Date, the Remarketing Agent shall, in consultation with and subject to the approval of the District, determine the Fixed Rate or Rates (not in excess of the Maximum Interest Rate) for the Bonds which will cause the Bonds to have a market value equal to the principal amount thereof; provided, however, the market value of the Bonds may exceed par for the purpose of obtaining the lowest reoffering yield to the District and to pay remarketing costs, but the tendering Owners will only receive the Purchase Price of the tendered Bonds. The Bonds shall have the redemption dates and prices determined pursuant to Section 3.07(e) hereof, and the

Remarketing Agent shall make the Fixed Rate or Rates available to the Paying Agent/Registrar, including but not limited to via electronic means, on the date of determination. Each maturity of the Bonds may have a different Fixed Rate but there shall be only one Fixed Rate per maturity. Such determination, absent manifest error, shall be conclusive and binding upon the District, the Paying Agent/Registrar and the Owners of the Bonds to which such rate will be applicable. Promptly after the date of determination, the Paying Agent/Registrar shall give notice of such Fixed Rate or Rates by first class mail to the Tender Agent, the Bank and the Owners (as of the Fixed Rate Conversion Date).

(d) Any conversion to Fixed Rate pursuant to this Section is subject to the following conditions:

(i) on or before the Fixed Rate Conversion Date, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the Fixed Rate Conversion Date, sufficient funds shall be available to purchase Bonds which are then required to be purchased pursuant to Section 4.02(e).

If the foregoing conditions are not met for any reason, the conversion shall not be effective and the Bonds shall continue to bear interest at the last effective Variable Rate or Flexible Rates, as applicable; provided, however, that such Bonds shall be subject to mandatory tender as provided herein, if a Liquidity Agreement is in effect with respect to such Bonds. The Paying Agent/Registrar shall promptly notify the Owners of such fact and shall give all additional notices and take all further actions required pursuant to Section 4.02(f). For Bonds bearing interest at the Initial Rate or a Term Rate where no Liquidity Agreement is in effect, and the foregoing conditions are not met for any reason, the conversion shall not be effective and the Bonds shall bear interest at the Stepped Rate and the Bonds shall not be subject to mandatory tender as provided herein.

(e) Unless clause (f) under this Section 3.07 applies, the Bonds converted to a Fixed Rate on a Fixed Rate Conversion Date shall mature, be subject to redemption and have the same terms and features as set forth in Section 2.02 and Section 5.02 hereof.

(f) Notwithstanding Section 3.07(e), in connection with a conversion to a Fixed Rate, the District may elect, at its sole option, to provide for serial or term maturities, revised redemption provisions and other terms applicable to the pricing of the Bonds on and after the Fixed Rate Conversion Date. If the District so elects, the serial or term maturities for the Bonds converted to a Fixed Rate shall be determined on the basis of providing similar relative principal and interest payments on such Bonds, including the principal payment schedule set forth in Section 5.03 (after giving pro rata effect for any prior sinking fund redemptions of the Bonds, if any, not then converted to a Fixed Rate), commencing in the fiscal year in which the conversion occurs, and any revised redemption provisions shall provide for such Fixed Rate Bonds to be subject to optional redemption in whole or in part without premium on the redemption date, which shall be set at the lesser of (i) 10 years from the February 1 or August 1 next preceding the Fixed Rate Conversion Date, or (ii) 55% of the term of the Bonds, rounded to the nearest February 1 or August 1, remaining at the time of conversion. If the principal payment schedule for the Bonds established by the District pursuant to this Section 3.04(f) is not substantially similar to the principal payment schedule set forth in Section 5.03, at the time of the conversion the District must be able to

demonstrate that the District has the projected ability to pay the principal and interest on the Bonds after the conversion in the manner required by Section 45.0031, Texas Education Code, or any successor statute in effect at the time of the conversion.

Section 3.08. Requirement for Interest Coverage.

As a condition to converting the interest rate mode to a Weekly Rate or a Flexible Rate or to a Term Rate Period for which a Liquidity Agreement is to be in effect, the District shall provide liquidity coverage for the longest Interest Period in the interest rate mode proposed in an amount at least equal to the number of days in such Interest Period, plus a cushion of at least one day and at a rate equal to the Maximum Interest Rate. No such conversion shall occur unless the District provides notice to each Rating Agency and receives confirmation of the short-term rating and evidence to the Remarketing Agent that the requirement of this Section 3.08 has been satisfied.

## ARTICLE IV
## TENDER AND PURCHASE OF BONDS

Section 4.01. Optional Tender of Bonds.

(a) Optional Tender During Weekly Rate Periods. While a Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, and while the Bonds bear interest at a Weekly Rate, the Owners of Bonds bearing interest at Weekly Rates may elect to have their Bonds (or portions thereof in amounts equal to the lowest Authorized Denomination) tendered for purchase on any Thursday at the Purchase Price payable in immediately available funds, or if such Thursday is not a Business Day, on the next following Business Day, upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day not less than seven (7) calendar days prior to the purchase date stated in such notice. Bonds bearing interest at (1) the Initial Rate, (2) a Term Rate, or (3) a Stepped Rate, are not subject to optional tender.

(b) Notice of Tender. Each notice of tender must meet the following requirements:

(i) shall be delivered to the Tender Agent at its designated office and be in form satisfactory to the Tender Agent;

(ii) shall state (A) the principal amount and the bond number (if not held in a book-entry-only system) of the Bond to which the notice relates, (B) that the Owner irrevocably demands purchase of such Bond or a specified portion thereof in an amount equal to an Authorized Denomination, (C) the date on which such Bond or portion thereof is to be purchased, and (D) payment instructions with respect to the Purchase Price; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the Bond (or the specified portion thereof) to which the notice relates on the purchase date to any purchaser selected by the Remarketing Agent, at a price equal to the principal amount of the Bond (or the specified portion thereof) plus any interest accrued thereon and unpaid as of the purchase date, (B) an irrevocable authorization and instruction to the Tender Agent to effect transfer of such Bond (or the specified portion thereof) upon payment of such price to the Tender Agent on the purchase date, (C) an irrevocable authorization and instruction

to the Tender Agent to effect the exchange of the Bond to be purchased in whole or in part for other Bonds in an equal aggregate principal amount so as to facilitate the sale of such Bond (or the specified portion thereof), and (D) an acknowledgment that such Owner will have no further rights with respect to such Bond (or the specified portion thereof) upon payment of the Purchase Price thereof to the Tender Agent on the purchase date, except for the right of such Owner to receive such Purchase Price upon surrender of such Bond to the Tender Agent and that after the purchase date such Owner will hold an undelivered certificate as agent for the Tender Agent.

(iv) The determination of the Tender Agent as to whether a notice of tender has been properly delivered pursuant to this Section 4.01(b) shall be conclusive and binding upon the Owner. The Tender Agent may waive nonconforming tenders. The Tender Agent shall promptly provide the Bank with a copy of any notice received pursuant to this Section 4.01.

(c) Remarketing of Tendered Bonds. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds or portions thereof for which notice of tender has been received pursuant to Section 4.01(b) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price for tendered Bonds by the Remarketing Agent to the Tender Agent (in exchange for new registered Bonds) in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date. Notwithstanding the foregoing, the Remarketing Agent shall not sell any Bond for which a notice of conversion from one type of Variable Rate Period to another, from or to Flexible Rate Periods or to a Fixed Rate Period has been given by the Paying Agent/Registrar unless the Remarketing Agent has advised the person to whom the sale is being made of the conversion.

(d) Purchase of Tendered Bonds.

(i) *Notice*. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of tendered Bonds, the Remarketing Agent shall give notice by telephone (promptly confirmed in writing) , telegram, telecopy, time-sharing terminal, telex, electronic, facsimile transmission, or other similar communication to the Tender Agent of the principal amount of tendered Bonds which were not remarketed. Not later than 4:00 p.m., New York City time, on the date of receipt of such notice the Tender Agent shall give notice by telephone (promptly confirmed in writing) , telegram, telecopy, facsimile transmission, or other similar communication to an Authorized Representative, the Bank and the Paying Agent/Registrar specifying the principal amount of tendered Bonds as to which the Remarketing Agent has not found a purchaser. At or before 3:00 p.m., New York City time on the Business Day prior to the purchase date, to the extent known to the Remarketing Agent, but in any event, no later than 10:30 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Tender Agent by telephone (promptly confirmed in writing) of any change in the names, addresses, and taxpayer identification numbers of the purchaser, the Authorized Denominations of the Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments.

(ii) *Sources of Payment*. At or before 10:30 a.m., New York City time, the Remarketing Agent shall cause to be paid to the Tender Agent for deposit in the "Ector

County Independent School District Remarketing Proceeds Payment Fund (the "Payment Fund") on the date fixed for purchase of tendered Bonds, all amounts representing proceeds of the remarketing of such Bonds, such payments to be made in the manner and at the time specified in Section 4.01(c) above. For any Bonds for which a Liquidity Agreement is in effect, if such amounts, plus all other amounts received by the Tender Agent for the purchase of tendered Bonds, are not sufficient to pay the Purchase Price, the Tender Agent shall immediately notify the Bank and an Authorized Representative of any deficiency no later than 11:00 a.m., New York City time, on such date in the form required pursuant to the Liquidity Agreement. The Bank shall deliver to the Tender Agent immediately available funds in an amount at least equal to the Purchase Price agreed to be paid on the tender date of such unremarketed tendered Bonds not later than 2:00 p.m., New York City time, on the date set for purchase of such tendered Bonds. All monies received by the Tender Agent as remarketing proceeds and additional amounts, if any, received from the Bank to pay the Purchase Price of the tendered Bonds shall be deposited by the Tender Agent in the Payment Fund to be used solely for the payment of the Purchase Price of tendered Bonds and shall not be commingled with other funds held by the Tender Agent and shall remain uninvested; if any such money representing amounts received from the Bank exceed the amount required to pay the Purchase Price of tendered Bonds, such excess shall be paid back to the Bank.

(iii) *Payments by the Tender Agent*. At or before 2:30 p.m., New York City time, on the date set for purchase of tendered Bonds and upon receipt by the Tender Agent of 100% of the aggregate Purchase Price of the tendered Bonds, the Tender Agent shall pay the Purchase Price of such Bonds to the Owners thereof at its designated office or by bank wire transfer. Such payments shall be made in immediately available funds. The Tender Agent shall apply in order (A) moneys paid to it by the Remarketing Agent as proceeds of the remarketing of such Bonds by the Remarketing Agent, and (B) moneys paid pursuant to the Liquidity Agreement, if any. If sufficient funds are not available for the purchase of all tendered Bonds, no purchase shall be consummated.

(iv) *Registration and Delivery of Tendered or Purchased Bonds*.

(A) On the purchase date, the Tender Agent shall register and deliver (or hold) or cancel all Bonds purchased on any purchase date as follows: (A) Bonds purchased or remarketed by the Remarketing Agent shall be registered by the Tender Agent and delivered to the new Owner in accordance with the instructions of the Remarketing Agent; and (B) Bonds purchased with amounts paid pursuant to the Liquidity Agreement, if any, shall be registered in the name of and delivered to the Bank or its nominee by 2:00 p.m., New York City time.

(B) Notwithstanding anything to the contrary in the foregoing paragraph, for so long as the Bonds are held in the Book-Entry-Only System of DTC in accordance with Section 2.11 hereof, (i) any Bond remarketed by the Remarketing Agent shall be delivered to the new beneficial owner thereof by a transfer in the Book-Entry-Only System of DTC of such remarketed Bond to the applicable DTC Participant account for such beneficial owner; and (ii) Purchased Bonds shall be delivered to the Bank by a transfer in the Book-Entry-Only System of DTC of such

Purchased Bonds to the DTC Participant account of the Tender Agent for the benefit of the Bank, as beneficial owner of such Purchased Bonds.

(C) Notwithstanding anything to the contrary herein, the Tender Agent shall not release Purchased Bonds to the purchaser of such Purchased Bonds until the Bank has received the proceeds of such remarketing and all such other sums required to be paid thereupon under the terms of the Liquidity Agreement and (unless the Liquidity Agreement is no longer to remain in effect) the Bank has delivered to the Tender Agent written notice (which may be by telecopy, answerback received) that a portion of the principal commitment under the Liquidity Agreement has been reinstated in an amount equal to the principal amount of such Purchased Bonds and the corresponding amount of interest calculated in accordance with the Liquidity Agreement.

(v) *Delivery of Bonds; Effect of Failure to Surrender Bonds*. All Bonds to be purchased on any date shall be required to be delivered to the office of the Tender Agent at or before 5:00 p.m., New York City time, on the Business Day next preceding the purchase date (12:00 noon New York City time on the purchase date for Bonds held in the Book-Entry-Only System). Such Bonds shall be accompanied by an instrument of transfer satisfactory to the Tender Agent, executed in blank by the Owner. The Tender Agent may refuse to accept delivery of any Bond for which an instrument of transfer satisfactory to it has not been provided and shall have no obligation to pay the Purchase Price of such Bond until a satisfactory instrument is delivered. If the Owner of any Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Bond to the Tender Agent for purchase on the purchase date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and shall constitute an Undelivered Bond. Ownership of Undelivered Bonds (or portions thereof) shall be transferred to the purchaser thereof as provided in Section 4.01(d)(iv) above and the Paying Agent/Registrar shall authenticate and deliver substitute Bonds in lieu of such Undelivered Bonds (or portions thereof). Any Owner of Undelivered Bonds shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any Undelivered Bonds, (A) promptly notify the Remarketing Agent of such nondelivery and (B) place a stop transfer against such Undelivered Bonds.

Section 4.02. Mandatory Tender of Bonds.

(a) Mandatory Tender upon the end of Flexible Rate Periods.

(i) *Purchase Dates*. While the Bank is obligated to advance funds to facilitate the purchase of Bonds pursuant to the Liquidity Agreement, each Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the first Business Day after the end of the Flexible Rate Period applicable to such Bond at its Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. Each Flexible Rate Period and mandatory tender date for a Bond shall be established on the date of purchase of such Bond as hereinafter provided. The Owner of any Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 4.02(a)

shall provide the Tender Agent with payment instructions for the Purchase Price of its Bond upon tender thereof to the Tender Agent.

(ii) *Remarketing of Tendered Bonds*. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds bearing interest at Flexible Rates required to be purchased on the ensuing purchase date. Subject to the provisions of Section 3.03, in remarketing the Bonds, the Remarketing Agent shall offer and accept purchase commitments for the Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the Bonds under prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, under prevailing market conditions, a lower net interest cost on the Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, no Flexible Rate Period may be established which exceeds 270 days or is less than the period specified in any Liquidity Agreement then in effect, unless a Liquidity Agreement is in effect, or, if the Remarketing Agent has given or received notice of any conversion to a Variable Rate Period or Fixed Rate Period, the remaining number of days prior to the Conversion Date. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the Purchase Price by the Remarketing Agent to the Tender Agent in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date.

(ii) *Purchase of Tendered Bonds*. The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.02(a).

(b) Mandatory Tender upon end of Term Rate Periods with a Liquidity Agreement.

(i) *Purchase Dates*. For any Bonds supported by a Liquidity Agreement, while the Bank is obligated to advance funds to facilitate the purchase of Bonds pursuant to the Liquidity Agreement, each Bond bearing interest at a Term Rate shall be subject to mandatory tender for purchase on the first Business Day after the end of the Term Rate Period applicable to such Bond at its Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. The Owner of any Bond bearing interest at a Term Rate and tendered for purchase as provided in this Section 4.02(b) shall provide the Tender Agent with payment instructions for the Purchase Price of its Bond upon tender thereof to the Tender Agent.

(ii) *Notice to Owners*. The District shall give written notice of any such mandatory tender to the Remarketing Agent, the Paying Agent/Registrar, the Tender Agent and the Bank not less than thirty (30) days prior to the mandatory tender date. Such notice shall specify the mandatory tender date and the principal amount of Bonds to be tendered. Not less than fifteen (15) days prior to the mandatory tender date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the mandatory tender to the Owner of all Bonds to be tendered, specifying the mandatory tender date and stating that Owners shall not have the right to retain their Bonds and that Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be

entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Bonds and such Undelivered Bonds shall no longer be entitled to the benefits of this Order.

(iii) *Remarketing of Tendered Bonds*. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Bonds bearing interest at Term Rates required to be purchased on the ensuing purchase date. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the Purchase Price by the Remarketing Agent to the Tender Agent in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date.

(iv) *Purchase of Tendered Bonds.* The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.02(b).

(c) Mandatory Tender Upon Variable Rate or Flexible Rate Conversion.

(i) *Mandatory Tender upon Conversions to Variable Rate Periods*. For any Bonds supported by a Liquidity Agreement, while the Bank is obligated to purchase Bonds pursuant to the Liquidity Agreement, on any Variable Rate Conversion Date pursuant to Section 3.05, the Bonds shall be subject to mandatory tender for purchase on the Variable Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(ii) *Mandatory Tender upon Conversion to Flexible Rate Periods From Variable Rate Periods*. For any Bonds supported by a Liquidity Agreement, on any Flexible Rate Conversion Date pursuant to Section 3.06, the Bonds, while the Bank is obligated to purchase the Bonds pursuant to the Liquidity Agreement, are subject to mandatory tender for purchase on the applicable Conversion Date at the appropriate Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(iii) *Notice to Owners.* Any notice of a Conversion Date given to Owners pursuant to Section 3.05(a)(iii), 3.05(b)(ii), 3.05(b)(v) or 3.06(c), shall, in addition to the requirements of such Section, state that the Bonds to be converted will be subject to mandatory tender for purchase on the Conversion Date and the time at which Bonds are to be tendered for purchase.

(iv) *Remarketing.* On the date any notice of a Conversion Date is given to Owners pursuant to Section 3.05(a)(iii), 3.05(b)(ii), 3.05(b)(v) or 3.06(c), the Tender Agent shall notify an Authorized Representative, the Remarketing Agent and the Bank by telephone, telegram, telecopy, facsimile transmission or other similar communication, of the principal amount of Bonds to be tendered for purchase on the Conversion Date. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price of tendered Bonds to the Remarketing Agent in immediately available funds at or before 10:30 a.m., New York City time, on the Conversion Date.

(iv) *Purchase of Tendered Bonds.* The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.02(c).

(d) Mandatory Tender upon Term Rate Conversion with No Liquidity Agreement.

(i) If the Bonds are converted to a new Term Rate Period from an existing Term Rate Period, and there then exists no Liquidity Agreement relating to the Bonds and there was no Liquidity Agreement upon the commencement of the then-expiring Term Rate Period, then the Bonds shall be subject to mandatory tender on the Term Rate Conversion Date.

(ii) In the event that such Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order.

(iii) In the event of a failed conversion and remarketing as described in this subsection (d), the District will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Interest Rate.

(iv) All other provisions of Section 4.02(c) shall apply to and govern Bonds described in this Subsection (d) to the extent such terms are not in conflict with those included herein.

(e) Mandatory Tender Upon Fixed Rate Conversion.

(i) *Mandatory Tender Upon Conversion to Fixed Rate*. Subject to subsections 4.02(c) and 4.02(h), while the Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, any Bond to be converted to a Fixed Rate pursuant to Section 3.07 shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(ii) *Notice to Owners*. Any notice of conversion given to Owners pursuant to Section 3.07(c) shall, in addition to the requirements of such Section, state that Owners shall not have the right to waive mandatory tender and that Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price

for such Undelivered Bonds and such Undelivered Bonds shall no longer be entitled to the benefits of this Order.

(iii) *Remarketing*. The Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the Bonds; provided that in no event shall the Remarketing Agent offer any such Bond for sale to any person unless the Remarketing Agent has advised such person of the fact that, after the Fixed Rate Conversion Date, the Bond will no longer be subject to tender at the option of the Owner. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price to the Remarketing Agent of the tendered Bonds in immediately available funds at or before 9:30 a.m., New York City time on the Fixed Rate Conversion Date.

(iv) *Purchase of Tendered Bonds*. The provisions of Section 4.01(d) shall apply to mandatory tenders pursuant to this Section 4.02(e).

(f) Mandatory Tender Upon Occurrence of Specified Event.

(i) *Purchase Dates*. While the Bank is obligated to purchase Bonds pursuant to the Liquidity Agreement, the Bonds shall be subject to mandatory tender at the Purchase Price, without the right of Owners to retain their Bonds, on any date specified in a notice of mandatory tender upon the occurrence of a Specified Event. The Paying Agent/Registrar shall give notice to Owners with a copy to the Remarketing Agent of a mandatory tender pursuant to this Section within one Business Day of receipt of the notice from the Bank of the occurrence of a Specified Event. Such notice of mandatory tender shall state that the Bonds are subject to mandatory tender on the date specified therein, which date shall be a Business Day not later than the fifteenth (15th) day after which the Paying Agent/Registrar and the Tender Agent have received notice from the Bank that a Specified Event has occurred, and that Owners do not have a right to retain their Bonds.

(ii) *Purchase of Tendered Bonds*. Bonds shall be required to be delivered to the Tender Agent against payment therefor in accordance with the provisions of Section 4.01(d) of this Order.

(iii) *No Remarketing*. No remarketing of the Bonds shall occur after the receipt by the Paying Agent/Registrar of the notice of occurrence of a Specified Event pursuant to this Section 4.02(f) and prior to the tender date specified in the notice of tender delivered to the Owners pursuant to Section 4.02(f)(i). No remarketing of the Bonds shall occur after a mandatory tender pursuant to this Section 4.02(f) until such time as a Substitute Liquidity Facility is in place.

(g) Mandatory Tender Upon Expiration, Substitution or Voluntary Termination of Liquidity Agreement.

(i) *Purchase Dates*. While the Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, at all times prior to conversion to a Fixed Rate, the Bonds shall be subject to mandatory purchase at the Purchase Price, without the right of the Owners thereof to retain such Bonds:

(A) on the second Business Day prior to the Stated Expiration Date for a Liquidity Agreement, provided that no such tender and purchase shall be required if the Liquidity Agreement is renewed or extended prior to the date of notice to the Owner pursuant to subsection 4.02(g)(ii) below; or

(B) on the second Business Day prior to the assignment of the Liquidity Agreement with a new Bank by the Bank or the substitution of a new Liquidity Agreement; or

(C) on the second Business Day prior to the date the Liquidity Agreement is to terminate as a result of the voluntary action of the District.

(ii) *Notice to Owners*. Not later than thirty (30) days prior to the purchase date, the Paying Agent/Registrar shall mail a written notice of the purchase to the Owners of the Bonds subject to purchase, with a copy to the Remarketing Agent which notice shall specify (i) the purchase date, (ii) the event requiring the purchase pursuant to subsection (a) above and (iii) inform the Owners that there shall be no right to retain their Bonds.

(iii) *Purchase of Tendered Bonds*. Bonds required to be delivered to the Tender Agent pursuant to this Section 4.02(g) shall be tendered in accordance with the provisions of Section 4.01(d).

(iv) *No Remarketing*. No remarketing of the Bonds shall occur after a mandatory tender pursuant to this Section 4.02(g) until such time as a Liquidity Agreement is in place.

(h) Mandatory Tender at End of Initial Rate Period.

(i) The Bonds shall be subject to mandatory tender on the Conversion Date immediately following the end of the Initial Rate Period, without right of retention by the Owner, at the Purchase Price. Bonds tendered pursuant to this Section 4.02(h) shall be delivered to the Remarketing Agent against payment therefor in accordance with the provisions of Section 4.01(d). In the event that such Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate, until remarketed or redeemed in accordance with the terms of this Order.

(ii) In the event of a failed conversion and remarketing as described in subsection (h)(i) above, the District will cause the Bonds to be converted and remarketed on the

earliest reasonably practicable date on which they can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Maximum Interest Rate.

## ARTICLE V
## REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01. Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article.

Section 5.02. Optional Redemption.

(a) Weekly Rate or Flexible Rate Bonds. Bonds bearing interest at a Weekly Rate or Flexible Rate are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.

(b) Term Rate Bonds. Bonds bearing interest at a Term Rate are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, on the first Business Day after the last day of any Term Rate Period. The Bonds are subject to optional redemption at the end of the Initial Rate Period.

(c) Purchased Bonds and Stepped Rate Bonds. Purchased Bonds and Bonds bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or in part, at the option of the District, at a redemption price equal to the principal amount thereof plus interest (including any unpaid Special Interest) accrued thereon at the Purchased Bond Rate (calculated in accordance with Section 3.04 hereof) or the Stepped Rate, as the case may be, to the redemption date, on any Business Day.

(d) Fixed Rate Bonds. Bonds bearing interest at a Fixed Rate are subject to redemption at the option of the District, in whole or in part, on the dates and at the prices determined and established by the District on the Fixed Rate Conversion Date in accordance with Section 3.07 of this Order.

(e) On Mandatory Tender Dates. Bonds subject to mandatory tender are subject to redemption at the option of the Issuer, in whole or in part, on any mandatory tender date therefor, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date.

(f) Notice by District. The District shall deliver notice to the Paying Agent/Registrar of its intention to redeem Bonds, which notice shall specify the principal amount of the Bonds to be redeemed (i) with respect to Purchased Bonds and Bonds bearing interest at the Stepped Rate, a Flexible Rate, a Weekly Rate or a Term Rate at least fifteen (15) days prior to the redemption date; and (ii) with respect to Bonds bearing interest at a Fixed Rate at least thirty-five (35) days prior to the redemption date.

(g) On or prior to the date established for optional redemption of any Bonds, the District shall have deposited an amount sufficient to pay the redemption price of the Bonds to be redeemed with the Paying Agent/Registrar. Such moneys shall be invested in legally authorized investments for funds of the District, having maturities which coincide with the redemption date, and bearing the highest rating of each Rating Agency then providing a rating with respect to the Bonds.

Section 5.03. Scheduled Mandatory Redemption.

(a) The Bonds are subject to mandatory redemption from money on deposit in the Interest and Sinking Fund at a price of par plus accrued interest to the date fixed for redemption, on August 1 (in the case of Stepped Rate interest bearing Bonds, on the first Business Day in August) in each of the years and in the amounts set forth in the Pricing Certificate (referred to as "Minimum Mandatory Redemptions").

(b) In each fiscal year in which the Bonds are Outstanding and accruing interest at a Flexible Rate or Weekly Rate, the District shall budget (in accordance with Section 2.03(a) hereof) for such fiscal year for the payment of interest on the Bonds at a rate equal to at least 5.00% per annum. The District shall instruct the Paying Agent/Registrar to call and redeem Bonds on the August 1 next following the end of such fiscal year (or the Optional Redemption Date next following such August 1 if such August 1 is not also an Optional Redemption Date for Bonds in a Flexible Rate or Weekly Rate mode, as applicable) in the event and to the extent that interest paid on the Bonds during such fiscal year is less than the amount payable at a 5.00% per annum interest rate (the "Excess Interest Funds"); provided the amount of such Excess Interest Funds is equal to or greater than $100,000. The mandatory redemption feature described in this paragraph is referred to herein as "Additional Mandatory Redemption."

(c) At least 45 days prior to each mandatory redemption date, the District will notify the Paying Agent/Registrar in writing of the principal amount of Bonds to be redeemed on such mandatory redemption date, and instruct the Paying Agent/Registrar to select by lot or other customary random selection method the Bonds or portions thereof to be redeemed.

(d) The principal amount of Bonds subject to Minimum Mandatory Redemption shall be reduced, in inverse chronological order of redemption dates, by the amount of Bonds previously redeemed pursuant to the Additional Mandatory Redemption provisions.

(e) Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par, plus accrued interest to the date of redemption, and shall be selected by lot. The District, at its option, may credit against any mandatory redemption requirement, Bonds which have been purchased by the District, using funds other than remarketing proceeds or moneys drawn under the Liquidity Agreement, at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase and canceled by or on behalf of the District, or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Section 5.04. Special Mandatory Redemption.

Purchased Bonds shall be subject to special mandatory redemption after an Amortization Start Date. Such Purchased Bonds shall be redeemed in substantially equal installments of

principal due and payable on each Amortization Payment Date together with the interest then accrued. Interest on such Purchased Bonds shall accrue at the Purchased Bond Rate and, subject to Section 3.04 hereof, shall be payable on each Interest Payment Date.

Section 5.05. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed, the District shall direct the Paying Agent/Registrar to call Purchased Bonds first and then to call Bonds or portions thereof by lot or other random selection method for redemption.

(b) A portion of a single Bond of a denomination greater than a minimum Authorized Denomination may be redeemed but only in a principal amount equal to a minimum Authorized Denomination or any integral multiple thereof. The Paying Agent/ Registrar shall treat each minimum Authorized Denomination of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Section 5.06. Notice of Redemption.

(a) The Paying Agent/Registrar shall cause notice of redemption of any Bond to be redeemed in whole or in part to be mailed first class mail or provided by other customary means to each Rating Agency and to the Owner thereof at the address of the Owner appearing in the Register (i) with respect to Purchased Bonds and Bonds bearing interest at the Stepped rate, at least one day prior to the redemption date, (ii) with respect to a Bond bearing interest at a Flexible Rate, a Weekly or a Term Rate, at least ten (10) days prior to the redemption date, unless the redemption date is also a mandatory tender date with respect to the Bonds to be redeemed in which case no notice shall be required; (iii) with respect to a Bond bearing interest at a Fixed Rate, at least thirty (30) days prior to the redemption date.

(b) The notice of redemption shall identify the Bonds to be redeemed, and shall specify the numbers thereof, the redemption date and the redemption price. The notice shall state that (i) on the redemption date the Bonds called for redemption will be payable at the designated office of the Paying Agent/Registrar, and (ii) on the redemption date the redemption price will become due and payable upon such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date (unless sufficient monies are not available to the Paying Agent/Registrar to pay the redemption price).

(c) With respect to redemptions at the option of the District, such notice shall be conditional upon moneys being on deposit with the Paying Agent/Registrar on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If sufficient moneys are not received, such notice shall be of no force and effect, the Paying Agent/Registrar shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 5.07. Payment Upon Redemption.

(a) By each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date.

(b) Upon presentation and surrender of any Bond called for redemption at the designated office of the Paying Agent/ Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money provided for that purpose.

Section 5.08. Effect of Redemption.

(a) Notice of redemption having been given, and due provision having been made for payment, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption; thereafter, such Bonds or portions thereof shall cease to bear interest from the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the District shall fail to make provision for the payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest until due provision is made for the payment of same by the District.

## ARTICLE VI
## PAYING AGENT/REGISTRAR; REMARKETING AGENT; TENDER AGENT; LIQUIDITY PROVIDER

Section 6.01. Appointment of Initial Paying Agent/Registrar.

The Paying Agent/Registrar is hereby appointed as the initial Paying Agent/Registrar for the Bonds, and the Paying Agent/Registrar Agreement in substantially the form presented herewith is hereby approved and authorized to be executed by the President or Vice President of the Board or the Pricing Officer for and on behalf of the District and this Board. Such Agreement as executed shall be deemed to be the Paying Agent/Registrar Agreement herein approved and authorized to be executed and delivered for and on behalf of the District.

Section 6.02. Maintaining Paying Agent/Registrar; Qualifications; Termination.

(a) Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

(b) At all times while any Bonds are Outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 6.02(a) of this Order. The President or Vice President of the Board or the Pricing Officer is hereby authorized and directed to execute an

agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the District and the Paying Agent/ Registrar.

(c) If the Paying Agent/Registrar resigns, is terminated or otherwise ceases to serve as such, the District will promptly appoint a replacement with the consent of the Bank, such consent not to be unreasonably withheld.

(d) The District, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering written notice of such termination.

(e) Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address shown in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

(f) If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

Section 6.03. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing a paying agent/registrar agreement with the District, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein. In no event shall the Paying Agent/Registrar request or require indemnification from the District as a condition to taking any action in connection with any draw or claim under the Liquidity Agreement or any credit facility, to making any deposits, payments or transfers when required under this Order, or to delivery of any notice when required under this Order.

Section 6.04. Appointment of Initial Remarketing Agent.

The Pricing Officer shall designate the Remarketing Agent for the Bonds. The Remarketing Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Remarketing Agreement, the execution of which is hereby approved. One or more of the Authorized Representatives are hereby authorized and directed to execute and deliver the Remarketing Agreement, in substantially the form presented herewith, with such changes as the Authorized Representative executing the same may approve. Such agreement as executed by a Authorized Representative shall be deemed to be the Remarketing Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Section 6.05. Appointment of Initial Tender Agent.

The District hereby appoints the Tender Agent as initial Tender Agent for the Bonds. The Tender Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Tender Agent Agreement, the execution of which is hereby approved. One

or more of the Authorized Representatives are hereby authorized and directed to execute and deliver the Tender Agent Agreement, in substantially the form presented herewith, with such changes as the Authorized Representative executing the same may approve. Such agreement as executed by an Authorized Representative shall be deemed to be the Tender Agent Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Section 6.06. [Reserved].

Section 6.07. Maintaining Remarketing Agent, Tender Agent.

(a) The District hereby agrees that while any of the Bonds bear interest at the Initial Rate, Flexible Rate or a Variable Rate, it will maintain a Remarketing Agent and Tender Agent with respect to the Bonds, qualified to act in such respective capacity. While the Bonds bear interest at the Initial Rate or a Variable Rate other than the Stepped Rate or a Term Rate with respect to which the District, by order of the Board, has elected not to do so, the District agrees to at all times maintain a Bank qualified to act in such capacity.

(b) No removal of the Remarketing Agent by the District or removal or resignation of the Tender Agent shall become effective until a successor has been appointed and accepted such appointment, and the Bank shall have consented to such appointment, such consent not to be unreasonably withheld. A successor Tender Agent shall be a commercial bank with trust powers or a trust company and shall have stated capital of not less than $50,000,000. The Tender Agent shall deliver any Liquidity Agreement to the successor Tender Agent.

(c) The Remarketing Agent may at any time resign and be discharged of the duties and obligations under this Order and the Remarketing Agreement by giving at least thirty (30) days' written notice to the District, with a copy to the Bank; provided, however, subject to Section 6.07(d) hereof, such resignation shall not be effective until a successor Remarketing Agent is appointed and accepts such appointment.

(d) Upon delivery of notice of resignation by the Remarketing Agent as described above, the District covenants to use its best efforts to engage a successor Remarketing Agent within sixty (60) days of receipt of such notice. Notwithstanding anything to the contrary in this Order, if no successor Remarketing Agent is appointed within thirty (30) days after the delivery of notice of the Remarketing Agent's resignation as described above, the Remarketing Agent may petition a court of competent jurisdiction to appoint a successor Remarketing Agent, and in the event that no successor Remarketing Agent is appointed within sixty (60) days after the delivery of notice of the Remarketing Agent's resignation as described above, the Remarketing Agent may resign by the delivery of written notice of such resignation to the District and the Bank whether or not a successor Remarketing Agent has been appointed.

(e) In the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any other reason, and the District shall not have appointed its successor as Remarketing Agent, the Tender Agent shall ipso facto be deemed to be the Remarketing Agent for the purpose of setting the default interest rate pursuant to Section 3.02 or 3.03 of this Order, as applicable, until the appointment by

the District of the Remarketing Agent or a successor Remarketing Agent, as the case may be. For purposes of clarification, the Tender Agent, in its capacity as Remarketing Agent, shall not be required to sell Bonds or determine the interest rates on the Bonds or to perform the duties set forth in Article III with respect to remarketing of the Bonds, except as expressly set forth in this Section 6.07(e).

(f) Promptly upon each change in the entity serving as Remarketing Agent, Tender Agent, or Bank, the District will cause notice of such change to be sent to each Owner by first class mail.

## ARTICLE VII
## FORM OF THE BONDS; ENGAGEMENT OF BOND COUNSEL

Section 7.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and CUSIP numbers) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution. The Pricing Certificate shall have attached to it a FORM OF BOND incorporating the respective provisions of this Order and the Pricing Certificate, including provisions relating to the Initial Rate and the Initial Rate Period. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(b) The definitive Bonds may be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution. The Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 7.02. CUSIP Registration.

The District may secure identification numbers CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 7.03. Legal Opinion and Engagement of Bond Counsel.

The obligation of the Initial Purchaser to accept delivery of the Bonds is subject to its being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, approving such

Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds. The engagement of such firm as bond counsel to the District in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the District and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the President of the Board, or in his absence by the Vice President, and the President of the Board, or in his absence by the Vice President, is hereby authorized to execute such engagement letter.

## ARTICLE VIII
## SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01. Sale of Bonds; Official Statement.

(a) The Bonds are hereby sold and delivered to the Initial Purchaser pursuant to the terms and provisions of the Bond Purchase Agreement, which the Pricing Officer is hereby authorized and directed to execute for and on behalf of the District and the Board. The Bonds shall initially be registered in the name of the Initial Purchaser or its nominee. The President or Vice President and all other appropriate officials, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds.

(b) The District hereby approves, ratifies and confirms the form and contents of the Preliminary Official Statement presented to and considered at this meeting, and any addenda, supplement or amendment thereto. The Board authorizes and directs the preparation of a final Official Statement substantially in the form of the Preliminary Official Statement, modified to reflect the final terms and provisions of the Bonds, and any addenda, supplements or amendments thereto, all as shall be approved by an Authorized Representative; and the Board ratifies and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Bonds and in the re-offering of the Bonds by the Initial Purchaser, with such changes therein or additions thereto as the officers executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The President of the Board is hereby authorized and directed to execute, and the Secretary of the Board is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the Board, and that, as of the date thereof, the Preliminary Official Statement was an official statement of the District with respect to the Bonds that was deemed "final" by an authorized official of the District except for the omission of no more than the information permitted by Subsection(b)(l) SEC Rule 15c2-12.

(d) Any amounts received as accrued interest from the sale of the Bonds shall be deposited to the Interest and Sinking Fund.

(e) All officers of the District are authorized and directed to execute such documents, certificates and receipts as they may deem appropriate to consummate the issuance and delivery of the Bonds.

Section 8.02. Control and Delivery of Bonds.

(a) The Pricing Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General, registration by the Comptroller, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller, delivery of the Bonds shall be made to the Initial Purchaser against receipt by the District of all amounts due to the District under the terms of sale.

## ARTICLE IX
## INVESTMENTS

Section 9.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the District, may be invested in such securities or obligations as permitted under applicable law, and pending the disbursement of the proceeds of sale of the Bonds for authorized purposes, such proceeds of sale may be invested in authorized investments in accordance with the Public Funds Investment Act (Texas Government Code, Chapter 2256), as amended, or other applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 9.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the proceeds of sale of the Bonds to be expended for the capital expenditures for which the Bonds are issued, as described in Section 2.01(a), shall be credited to the fund or account where deposited and shall be used for such purposes, with any funds remaining after the accomplishment of such purposes to be transferred to the Interest and Sinking fund as received.

## ARTICLE X
## PARTICULAR REPRESENTATIONS AND COVENANTS; TAX EXEMPTION OF BONDS; PERMANENT SCHOOL FUND GUARANTEE

Section 10.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal, redemption premium, if any, and interest on the Bonds as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 10.02. Other Representations and Covenants.

(a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid the principal, redemption premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

(c) The District shall maintain the Payment Fund as an Eligible Account at all times.

Section 10.03. Covenants Regarding Tax Exemption of Interest on the Bonds.

(a) Covenants. The District covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Owner for purposes of federal income taxation. In furtherance thereof, the District covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the District, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve

fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less, or, in the case of refunding bonds, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Bonds will be used solely for new money.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the District for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without

limitation the Owners. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The District understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that the District obtains an Opinion of Bond Counsel. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations. The District hereby authorizes and directs the Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The District covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the projects financed with the proceeds of the Bonds (the "Project") on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the District shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the District obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the District shall not be obligated to comply with this covenant if it obtains an Opinion of Bond Counsel.

(e) Disposition of Project. The District covenants that the property constituting the projects financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the District of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the District may rely on an Opinion of Bond Counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds.. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the District shall not be obligated to comply with this covenant if it obtains an Opinion of Bond Counsel.

(f) Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 10.04. Permanent School Fund Guarantee.

The District covenants to timely comply with all applicable requirements and procedures under Article VII, Section 5 of the State Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the State Permanent School Fund. Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the State Permanent School Fund shall cease and no longer be available. In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller is authorized to withhold from the District amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the District from the following sources and in the following order, to wit: foundation school fund, available school fund. A statement relating to the Guarantee may be printed on or attached to the Bonds.

## ARTICLE XI
## DEFAULT AND REMEDIES

Section 11.01. Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(a) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement, or obligation of the District, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the District.

Section 11.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under this Order by mandamus or other suit, action, or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) All such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03. Remedies Not Exclusive.

No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition

to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## ARTICLE XII
## DEFEASANCE OF BONDS

Section 12.01. Defeasance.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section and subject to subsection (f) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the District with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the District expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the District also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the District, or deposited as directed in writing by the District. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the District or deposited as directed in writing by the District.

(c) The term "Defeasance Securities" means any securities or obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by this Order.

(e) In the event that the District elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

(f) Prior to any defeasance of Bonds bearing interest at the Initial Rate, a Variable Rate or a Flexible Rate, the District shall receive confirmation from a Rating Agency providing a rating on the Bonds that the defeasance will not result in a reduction or withdrawal of the rating on the Bonds.

## ARTICLE XIII
## [RESERVED]

## ARTICLE XIV
## CONTINUING DISCLOSURE UNDERTAKING

Section 14.01. Annual Reports.

(a) The District shall provide certain updated financial information and operating data annually to the MSRB. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement in "Appendix A – FINANCIAL INFORMATION REGARDING THE DISTRICT" (Tables 1 through 18) and in "Appendix D – AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED AUGUST 31, 2023". The District will update and provide the information in Tables 1 through 18 in "Appendix A – FINANCIAL INFORMATION REGARDING THE DISTRICT" within six months after the end of each fiscal year ending in and after 2024. The District will additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2024. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial statements included in the Official Statement, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide unaudited financial statements by the required time and will provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

(b) If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC..

Section 14.02. Notice of Certain Events.

(i) The District shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) Modifications to rights of holders of the Bonds, if material;
(8) Bond calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the District;
(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (i) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in

any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (ii) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with Section 14.01 by the time required by such Section.

Section 14.03. Limitations, Disclaimers, and Amendments.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with this Order or applicable law that causes the Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provision of this Order. Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 14.02 an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

## ARTICLE XV
## AMENDMENTS AND SUPPLEMENTS TO ORDER

Section 15.01. Amendment Without Consent of Owners.

Without notice to or the consent of any Owner, the District may, at any time, amend this Order to cure any ambiguity or cure, correct or supplement any defective or inconsistent provision contained in this Order or make any other change that does not in the opinion of bond counsel for the District, in any respect, materially and adversely affect the interests of the Owners. Without limiting the foregoing, the District may amend or supplement this Order without notice to or the consent of any Owner; provided, however, that any amendment or supplement shall not take effect until, so long as the Liquidity Agreement is in effect, the Bank shall have consented in writing to such change, if such consent is required under any Liquidity Agreement:

(a) to modify this Order or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(b) to authorize different Authorized Denominations of the Bonds and to make correlative amendments and modifications to this Order regarding exchangeability of Bonds of different Authorized Denominations, redemptions of portions of Bonds of particular Authorized Denominations and similar amendments and modifications of a technical nature;

(c) to increase or decrease the number of days specified for the giving of notices in Article III and to make corresponding changes to the period for notice of redemption of the Bonds provided that no decreases in any such number of days shall become effective except while the Bonds bear interest at a Variable Rate and until 30 days after the Paying Agent/Registrar has given notice to the Owners of the Bonds;

(d) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from a Book-Entry-Only System for the Bonds;

(e) to make any change to this Order when (i) all Bonds have been tendered to the Remarketing Agent pursuant to the terms of this Order, but have not been remarketed following such tender; provided, however, that the Remarketing Agent consents to such amendment or supplement;

(f) to provide for the benefit of all of the Bonds a Liquidity Agreement or a replacement Liquidity Agreement, which may change the provisions for payment, remedies and other matters in a way which affects the Owners of Bonds;

(g) effective upon any Conversion Date to a new Rate Period to make any amendment affecting only the Bonds being converted; or

(h) increase the Maximum Interest Rate.

Section 15.02. Amendment With Consent of Owners.

(a) If an amendment of or supplement to this Order or the Bonds without any consent of Owners is not permitted by the preceding Section, the District may enter into such amendment or supplement without prior notice to any Owners but with the consent of Owners of at least a majority in principal amount of the Bonds then Outstanding. However, nothing herein contained shall permit or be construed to permit the amendment, without the consent of each Owner affected thereby and while a Liquidity Agreement is in effect, the consent of the Bank if such consent is required by the Liquidity Agreement, of or supplement to the terms and conditions in this Order, so as to:

(i) change the sinking fund requirements, if any, interest payment dates, rights to tender or the maturity or maturities of the Outstanding Bonds;

(ii) reduce the rate of interest borne by any of the Outstanding Bonds;

(iii) reduce the amount of the principal or purchase price of or premium, if any, payable on the Outstanding Bonds;

(iv) modify the terms of payment of principal or purchase price of, premium, if any, or interest on the Outstanding Bonds, or impose any conditions with respect to such payments;

(v) affect the rights of the Owners of fewer than all of the Outstanding Bonds; or

(vi) decrease the minimum percentage of the principal amount of Outstanding Bonds necessary for consent to any such amendment.

(b) In addition, if moneys or investments have been deposited or set aside with the Paying Agent/Registrar pursuant to Article XII for the payment of Bonds and those Bonds shall not have in fact been actually paid in full, no amendment to the provisions of that Article shall be made without the consent of the Owner of each of those Bonds affected.

(c) Any consent received pursuant to this Section will bind each Owner delivering such consent and each subsequent Owner of a Bond or portion of a Bond evidencing the same debt as the consenting Owner's Bond.

Section 15.03. Notation on or Exchange of Bonds.

If an amendment or supplement changes the terms of a Bond, the Paying Agent/Registrar may require the Owner to deliver it to the Paying Agent/Registrar. The Paying Agent/Registrar may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Paying Agent/Registrar and the District determine, the District in exchange for the Bond will issue and the Paying Agent/Registrar will authenticate a new Bond that reflects the changed terms.

Section 15.04. Notice to Owners.

Upon receipt of notice of an amendment or change to the Order, the Paying Agent/Registrar shall cause notice of the execution of each supplement or amendment to this Order to be sent (by first class mail or by other customary means) to the Owners. The notice will at the option of the Paying Agent/Registrar, either (i) briefly state the nature of the amendment or supplement and that copies of it are on file with the Paying Agent/Registrar for inspection by Owners or (ii) enclose a copy of such amendment or supplement.

## ARTICLE XVI
## MISCELLANEOUS

Section 16.01. Further Procedures.

An Authorized Representative is hereby authorized and directed to furnish and execute such documents and certifications relating to the District and the issuance of the Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, and to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits, as may be necessary or convenient to carry out or assist in carrying out the intent and purposes of this Order, the Preliminary Official Statement, the final Official Statement or as may be necessary for the approval of the Attorney General, the registration by the Comptroller and the delivery of the Bonds to the Initial Purchaser and, together with the District's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the initial Bond to the Initial Purchaser and the initial exchange thereof for definitive Bonds.

Section 16.02. Notices.

(a) Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District, the Tender Agent, the Bank, the Remarketing Agent or the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

(i) *District*:
Ector County Independent School District:
802 North Sam Houston Avenue
Odessa, Texas 79761
Attn: Chief Financial Officer
(432) 456-9491
*with a copy to the District's Financial Advisor and the District's Bond Counsel at the addresses specified in this Section.*

(ii) *Paying Agent/Registrar*:
_____
_____
_____
Attn: Corporate Trust Department
Phone: _____

(iii) *Tender Agent*:
_____
_____
_____
Attn: Corporate Trust Department
Phone: _____

(iv) *Remarketing Agent*:
_____
_____
_____
Attn: _____
Phone: _____

(v) *Bond Counsel*:
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201
Attn: Rodolfo Segura Jr
(214) 754-9268

(vi) *Financial Advisor*:
BOK Financial Securities, Inc.
333 West Campbell, 4th Floor
Richardson, Texas 75080
Attn: Josh McLaughlin

(214) 576-0878

(b) Notice of Immediate Termination of the Liquidity Agreement. The Paying Agent/Registrar shall, within one (1) Business Day of receipt of written notice from the Bank of the occurrence of an Event of Termination pursuant to a Liquidity Agreement, give notice to each Rating Agency then rating the Bonds and each Owner of such Event of Termination which notice shall state that Owners shall no longer have the right to tender their Bonds for purchase, and any Bonds that are not Purchased Bonds shall thereafter remain in the Rate Period in which they were held immediately prior to such Event of Termination, unless converted to a new interest rate mode in accordance with the terms of this Order.

Section 16.03. Notice to Rating Agencies.

At any time during which the Bonds are rated by a Rating Agency, the Paying Agent/Registrar shall notify each such Rating Agency promptly of (i) any change in the Bank, Paying Agent/Registrar, Tender Agent, or Remarketing Agent, (ii) the expiration, termination, extension or any other change to this Order, the Liquidity Agreement or the Remarketing Agreement, and (iii) the redemption, defeasance or payment of all of the Bonds or conversion of the Bonds to a new interest rate mode. Any such notice shall be sent by e-mail and by first class mail, postage prepaid, to Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10041, Attention: Municipal Structured Finance, pubfin_structured@sandp.com, and by first class mail, postage prepaid, to Moody's Investors Service, Inc., Attn: Public Finance Rating Desk/Refunded Bonds, 99 Church Street, New York, New York 10007.

Section 16.04. Termination of Rights of Bank; Bank Obligations.

Notwithstanding any provision of this Order to the contrary, no consent of the Bank shall be required under any provision of this Order nor shall the Bank have any right to consent to, direct or control any actions, restrictions, rights or waivers pursuant to any provision of this Order during any time which (a) the Bank has wrongfully failed to honor a properly presented request for purchase of Bonds made under and in compliance with the terms of the Liquidity Agreement which failure has not been cured, or (b) the Liquidity Agreement is not in effect.

Section 16.05. Severability.

If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 16.06. Effective Date.

This Order shall be in full force and effect from and upon its adoption.

*[Remainder of page intentionally left blank]*

EXHIBIT A
FORM OF BOND

| NO. [T-][R-] | UNITED STATES OF AMERICA<br>STATE OF TEXAS | PRINCIPAL AMOUNT<br>$_____ |
|---|---|---|

**ECTOR COUNTY**
**INDEPENDENT SCHOOL DISTRICT**
**VARIABLE RATE UNLIMITED TAX SCHOOL**
**BUILDING BOND SERIES 2024-B**

| INITIAL INTEREST RATE | ISSUANCE DATE | MATURITY DATE | CUSIP NO. |
|---|---|---|---|
| | | | |

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT, in Ector County, Texas (the "District"), being a political subdivision of the State of Texas, for value received, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, or so much thereof as may be outstanding from time to time, and to pay interest thereon from the later of the Issuance Date shown above or the most recent Interest Payment Date to which interest has been paid or the payment thereof duly provided, such interest to be paid on each Interest Payment Date noted below. The Initial Rate is _____% per annum.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the order adopted by the Board of Trustees and the Pricing Certificate executed by the Pricing Officer, both pursuant to which the Bonds are issued (together, the "Order")

Interest on this Bond is payable to the registered owner hereof (i) with respect to the period during which interest accrues at a Flexible Rate or Weekly Rate by federal funds wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, otherwise by first class mail by check dated the Interest Payment Date, and (ii) with respect to any period during which interest accrues at the Initial Rate, a Term Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown on the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of the Owner. The principal hereof is payable upon presentation and surrender of this Bond at the designated office of [NAME OF PAYING AGENT/REGISTRAR] in [CITY], [STATE], as Paying Agent/Registrar, or any successor Paying Agent/Registrar.

For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered on the "Record Date," which shall be the close of

business on the Business Day immediately preceding the Interest Payment Date, except that, while this Bond bears interest at a Fixed Rate, the Record Date shall be the close of business on the fifteenth day of the month immediately preceding such Interest Payment Date.

As used herein, "Interest Payment Date" shall mean: (a) with respect to Bonds bearing interest at the Initial Rate, February 1, _____ and each August 1 and February 1 thereafter; (b) with respect to Bonds bearing interest at a Weekly Rate, the first Business Day of each calendar month beginning on the first such date occurring after the Weekly Rate Conversion Date; (c) with respect to Bonds bearing interest at a Term Rate, each February 1 and August 1, beginning on the first such date occurring after the Term Rate Conversion Date, (d) with respect to Bonds bearing interest at a Fixed Rate, each February 1 and August 1, beginning on the first such date occurring after the Fixed Rate Conversion Date; (e) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of 183 days or shorter, the first Business Day after the last day of each Flexible Rate Period applicable thereto; (f) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of longer than 183 days, the first Business Day after the last day of the Flexible Rate Period and each August 1 and February 1 occurring within such Flexible Rate Period, beginning on the first such date occurring after the applicable Flexible Rate Conversion Date; (g) with respect to the Purchased Bonds, the respective dates set forth in a Liquidity Agreement, and (h) each mandatory tender date pursuant to Section 4.02 of the Order.

Any payments required to be made hereunder on any day which is not a Business Day (as defined below) shall be made instead on the next succeeding Business Day and no interest shall accrue on such payments in the interim. A "Business Day" shall mean any day other than (a) a Saturday, Sunday or legal holiday, or (b) a day on which banking institutions located in New York, New York, Dallas, Texas, or in any city in which the corporate trust office or designated payment/transfer office of the Paying Agent/Registrar, the Tender Agent or the Bank or the primary office of the Remarketing Agent are located, are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange or DTC is closed.

This Bond is one of a series of fully registered bonds specified in the title hereof dated _____, 2024, and issued in the aggregate principal amount of $_____ pursuant to the Order for the purpose of (i) the construction, renovation, acquisition and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, and the purchase of new school buses, and (ii) paying costs of issuance related to the Bonds.

As provided in the Order, this Bond may be exchanged for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange, as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any Authorized Denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof,

but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the District. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. Following the Fixed Rate Conversion Date, the Paying Agent/Registrar shall not be required to make any such transfer or exchange with Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the District. Reference is hereby made to the Order, a copy of which is on file in the office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Owners; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein.

This Bond shall not be valid or obligatory for any purpose unless it is registered by the Comptroller of Public Accounts of Texas by certificate affixed or attached hereto or authenticated by the Paying Agent/Registrar Agent by due execution of the Authentication Certificate provided herein.

**The District has not entered into a Liquidity Agreement for the Bonds during the Initial Rate Period.**

## INTEREST PROVISIONS

This Bond bears interest at the Initial Rate, a Weekly Rate or Term Rate (each a "Variable Rate"), a Flexible Rate or a Fixed Rate.

The Bonds shall bear interest at the Initial Rate for the Initial Rate Period commencing on the Issuance Date and ending on July 31, _____. The Bonds shall be subject to mandatory tender, without right of retention by the owners thereof, on August 1, _____ and shall be tendered to the Remarketing Agent against payment therefor. Thereafter, the Bonds shall bear interest at the Term Rate with a Term Rate Period of one year duration unless a different Rate Period is specified pursuant to written direction of an Authorized Representative. At any time, the Rate Period applicable to the Bonds may be converted to or from a different Variable Rate Period, or to or from Flexible Rate Periods, or to the Fixed Rate Period, pursuant to the Order.

The rate of interest applicable to any Rate Period shall be determined in accordance with the applicable provisions of the Order and, with respect to Flexible Rate Periods, Weekly Rate Periods and Term Rate Periods, pursuant to the terms of the Remarketing Agreement between the District and the initial Remarketing Agent named in the Pricing Certificate, or any successor thereto (the "Remarketing Agent").

Interest on Bonds bearing interest at a Flexible Rate or Weekly Rate shall be computed on the basis of a 365-day or 366-day year of actual days elapsed; interest on Bonds bearing interest at the Initial Rate, a Term Rate, the Stepped Rate or a Fixed Rate shall be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds may bear interest from time to time at Flexible Rates or at a Weekly Rate or Term Rate established in accordance with the Order. The Bonds may be converted in whole or in part to bear interest at a Fixed Rate or Rates from the conversion date until maturity in accordance with the Order. The Bonds may bear interest as follows:

Flexible Rate. While the Bonds bear interest at Flexible Rates, the interest rate for each particular Bond will remain in effect for the duration (not exceeding 270 days) of the Flexible Rate Period. While the Bonds are in the Flexible Rate Mode, Bonds may have successive Flexible Rate Periods of any duration up to 270 days each and any Bond may bear interest at a rate and for a period different from any other Bond.

Weekly Rate. While the Bonds bear interest at a Weekly Rate, the rate of interest on the Bonds will be determined on the Business Day prior to the first day of the Weekly Rate Period to which it relates. Weekly Rate Periods shall commence on Thursday of each week and end on Wednesday of the following week; except that (A) in the case of a conversion to a Weekly Rate Period from a different Rate Period, the initial Weekly Rate Period shall commence on the Conversion Date from such other Rate Period and end on Wednesday of the following week, and (B) in the case of a conversion from a Weekly Rate Period to a different Rate Period, the last Weekly Rate Period prior to conversion shall end on the last day immediately preceding the Conversion Date.

Term Rate. While the Bonds bear interest at a Term Rate, the interest rate determined will remain in effect for a term of at least one year duration selected in accordance with the Order.

Fixed Rate Mode. At the option of the District, the Bonds bearing interest at a Variable Rate may be converted in whole or in part to bear interest at a Fixed Rate or Rates to the Maturity Date.

An interest rate mode will remain in effect until changed. During each Variable Rate Period, and unless otherwise established by the District, the rate of interest on the Bonds shall be that rate which, in the determination of the Remarketing Agent, if borne by the Bonds on the date of such determination under prevailing market conditions, would result in the market value of the Bonds being equal to 100% of the principal amount thereof, plus accrued interest. While this Bond bears interest at a Flexible Rate, and unless otherwise established by the District, each Flexible Rate and Flexible Rate Period shall be determined by the Remarketing Agent in

accordance with the terms of the Order. If the Remarketing Agent is unable, or fails, to determine the Variable Rate or the Flexible Rates, the Variable Rate or the Flexible Rates shall be determined pursuant to the terms of the Order. The provisions of this Bond, including, but not limited to this paragraph, are limited in all respects to those provisions of the Order which limit the interest rate on the Bonds to the Maximum Interest Rate.

Bonds bearing interest at the Initial Rate or a Variable Rate are issued in denominations $5,000 and integral multiples thereof, Bonds bearing interest at a Flexible Rate are issued in denominations of $100,000 and integral multiples of $5,000 in excess thereof, and Bonds bearing interest at a Fixed Rate are issued in denominations $5,000 and integral multiples thereof.

**WRITTEN NOTICE OF RATE MODE CHANGE**

While the Bonds bear interest at a Variable Rate or Flexible Rate, the Paying Agent/Registrar shall give notice to the registered owners of the conversion from one interest rate mode to another at the times described in the Order. ANY REGISTERED OWNER OF BONDS WHO MAY BE UNABLE TO TAKE TIMELY ACTION ON ANY NOTICE SHOULD CONSIDER WHETHER TO MAKE ARRANGEMENTS FOR ANOTHER PERSON TO ACT IN HIS OR HER STEAD.

**OPTIONAL TENDERS**

While this Bond bears interests at the Weekly Rate, and if a Bank is obligated to purchase the Bonds pursuant to a Liquidity Agreement, the registered owner hereof has the right to tender this Bond to the Tender Agent for purchase at the principal amount hereof plus accrued interest on any Thursday at the Purchase Price payable in immediately available funds, or if such Thursday is not a Business Day, on the next following Business Day, upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day not less than seven (7) calendar days prior to the purchase date stated in such notice.

Bonds bearing interest at (1) the Initial Rate, (2) a Term Rate when the Bonds are not benefitted by a Liquidity Facility, or (3) a Stepped Rate, are not subject to optional tender.

AFTER THE BONDS HAVE BEEN CONVERTED TO BEAR INTEREST AT A FIXED RATE THEY SHALL NOT BE SUBJECT TO TENDER FOR PURCHASE.

**MANDATORY TENDER**

While this Bond bears interest at a Variable Rate or at a Flexible Rate, and except as hereafter described when no Bank is obligated to purchase Bonds pursuant to the Liquidity Agreement, this Bond is subject to mandatory tender for purchase by the Tender Agent at a Purchase Price equal to the principal amount hereof plus accrued interest hereon to the date of purchase on the effective date of a change from one interest rate mode to a different interest rate mode and on the Business Day following each Term Rate Period.

The Bonds shall be subject to mandatory tender on the Conversion Date immediately following the end of the Initial Rate Period, without right of retention by the Owner, at the Purchase Price.

While any Bank is obligated to purchase Bonds pursuant to the Liquidity Agreement and this Bond bears interest at a Flexible Rate, this Bond shall be subject to mandatory tender for purchase on each Interest Payment Date applicable to this Bond at a Purchase Price equal to the principal amount hereof plus accrued interest hereon to the date of purchase.

Additionally, while this Bond bears interest at a Variable Rate or a Flexible Rate, and so long as a Bank is obligated to purchase Bonds pursuant to a Liquidity Agreement, this Bond is subject to mandatory tender for purchase by the Tender Agent, without the right of Owners to retain Bonds, at a Purchase Price equal to the principal amount hereof plus accrued interest hereon to the date of purchase, on each Conversion Date, (ii) on the Fixed Rate Conversion Date; (iii) upon the occurrence of certain events of default that may be specified under a Liquidity Agreement; (iv) on the second Business Day prior to the assignment of a Liquidity Agreement by the Bank or the substitution of a new Liquidity Agreement; and (v) on the second Business Day prior to the date on which a Liquidity Agreement expires by its terms or is to terminate as a result of voluntary action of the District.

The Bonds, other than Bonds bearing interest at the Initial Rate during the Initial Rate Period, Bonds bearing interest at a Term Rate during a Term Rate Period, Bonds bearing interest at a Stepped Rate during a Stepped Rate Period, and Purchased Bonds, prior to the Fixed Rate Conversion Date, are subject to mandatory tender at the option of the District on any Interest Payment Date, without the right of retention by the Owner.

**FAILED REMARKETING**

Failed Remarketing at Expiration of Initial Rate Period. In the event that this Bond not converted and remarketed to new purchasers on the scheduled date of mandatory tender upon the expiration of the Initial Rate Period, the District shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Highest Lawful Rate.

Failed Remarketing on Term Rate Conversions. If the conversion of this Bond relates to a conversion to a new Term Rate Period from an existing Term Rate Period, and there then exists no Liquidity Agreement relating to the Bonds (and there was no Liquidity Agreement upon the commencement of the then-expiring Term Rate Period), and the Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have

no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Highest Lawful Rate.

## UNDELIVERED BONDS

Bonds which are required to be tendered by the Owners thereof for purchase by the Tender Agent but which are not in fact delivered for purchase on the date and at the time required and for which there has been deposited an amount sufficient to pay the Purchase Price thereof, shall cease to accrue interest on the tender date, and the Owner thereof shall not be entitled to any payment other than the Purchase Price for such Bond. Such Bond shall no longer be outstanding and entitled to the benefits of the Order, except for the payment of the Purchase Price from money held by the Tender Agent for such payment. On the tender date, the Paying Agent/Registrar shall authenticate and deliver substitute Bonds in lieu of such Undelivered Bonds.

## REDEMPTION PROVISIONS

Optional Redemption. Bonds bearing interest at a Weekly Rate or Flexible Rate are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.

Bonds bearing interest at a Term Rate are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, on the first Business Day after the last day of any Term Rate Period.

The Bonds are subject to optional redemption at the end of the Initial Rate Period for such Bonds.

Purchased Bonds and Bonds bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or in part, at the option of the District, at a redemption price equal to the principal amount thereof plus interest (including any unpaid Special Interest) accrued thereon at the Purchased Bond Rate or the Stepped Rate, as the case may be, to the redemption date, on any Business Day.\

Bonds bearing interest at a Fixed Rate are subject to redemption at the option of the District, in whole or in part, on the dates and at the prices determined and established by the District on the Fixed Rate Conversion Date.

Scheduled Mandatory Redemption. The Bonds are subject to mandatory redemption from money on deposit in the Interest and Sinking Fund at a price of par plus accrued interest to the date fixed for redemption, on August 1 (in the case of Stepped Rate interest bearing Bonds, on the first Business Day in August) in each of the years and in the amounts set forth below (referred to as "Minimum Mandatory Redemptions"):

| Year | Principal Amount |
|---|---|

In addition, in each fiscal year in which the Bonds are Outstanding and accruing interest at a Flexible Rate or Weekly Rate, the District shall budget (in accordance with Section 2.03(a) of the Order) for such fiscal year for the payment of interest on the Bonds at a rate equal to at least 5.00% per annum. The District shall instruct the Paying Agent/Registrar to call and redeem Bonds on the August 1 next following the end of such fiscal year (or the Optional Redemption Date next following such August 1 if such August 1 is not also an Optional Redemption Date for Bonds in a Flexible Rate or Weekly Rate mode, as applicable) in the event and to the extent that the interest actually paid on the Bonds during such fiscal year is less than the amount payable at a 5.00% per annum interest rate (the "Excess Interest Funds"); provided the amount of such Excess Interest Funds is equal to or greater than $100,000. The mandatory redemption feature described in this paragraph is referred to herein as "Additional Mandatory Redemption."

At least 45 days prior to each mandatory redemption date the Bonds are to be mandatorily redeemed, the District will notify the Paying Agent/Registrar in writing of the principal amount of Bonds to be mandatorily redeemed on such mandatory redemption date and instruct the Paying Agent/Registrar to select by lot or other customary random selection method the Bonds or portions thereof to be redeemed.

The principal amount of Bonds subject to Minimum Mandatory Redemption shall be reduced, in inverse chronological order of redemption dates, by the amount of Bonds previously redeemed pursuant to the Additional Mandatory Redemption provisions.

Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par, plus accrued interest to the date of redemption, and shall be selected by lot. The District, at its option, may credit against any mandatory redemption requirement, Bonds which have been purchased by the District, using funds other than remarketing proceeds or moneys drawn under the Liquidity Agreement, at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase and canceled by or on behalf of the District, or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Notice of Redemption. Notice of optional and scheduled mandatory redemption shall be given by first class mail, postage prepaid or by other customary means, (i) with respect to Bonds bearing interest at a Weekly Rate, Term Rate or Flexible Rate, at least ten (10) days prior to the redemption date; and with respect to Bonds bearing interest at a Fixed Rate, at least thirty (30) days before the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such

date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue (unless sufficient monies are not available to the Paying Agent/Registrar to pay the redemption price).

If at the time of the delivery of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within 5 days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

Special Mandatory Redemption. Purchased Bonds shall be subject to special mandatory redemption as provided in any Liquidity Agreement that may be entered into subsequent to the Issuance Date.

## PROVISIONS RELATING TO PURCHASED BONDS

Purchased Bonds shall be subject to special mandatory redemption, if at all, in accordance with the provisions of the applicable Liquidity Agreement. Interest on Purchased Bonds shall accrue and shall be payable as provided in a Liquidity Agreement.

## DELIVERY OF NOTICES AND BONDS

Any Bonds required to be delivered to the Tender Agent for purchase, and any notices required to be delivered to the Tender Agent hereunder shall be delivered to: [NAME OF PAYING AGENT/REGISTRAR], [ADDRESS], [CITY], [STATE] [ZIP].

Bonds required to be tendered for purchase shall be delivered to the Tender Agent prior to 5:00 p.m. on the Business Day next preceding the date of purchase (12:00 noon, New York City time, on the purchase date for Bonds held in book-entry-only system).

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the District, and have been pledged for such payment, without limit as to rate or amount.

THE DISTRICT ALSO HAS RESERVED THE RIGHT to amend the Bond Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the District, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each registered owner hereof and the District.

IN WITNESS WHEREOF, the District has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the District, and has caused the official seal of the District to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

Secretary, Board of Trustees President, Board of Trustees

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

[NAME OF PAYING AGENT/REGISTRAR],
[CITY], [STATE]
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____

(Please print or typewrite name and address, including zip code of Transferee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

| | |
|---|---|
| NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program. | NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever. |

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER

**REGISTRATION CERTIFICATE OF**
**COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER ‘
OF PUBLIC ACCOUNTS ‘ REGISTER NO. _____
OF THE STATE OF TEXAS ‘

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Ector County Independent School District, and that this Bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL this _____.

xxxxxxxx
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER’S SEAL)

FORM OF PSF CERTIFICATE.

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Ector County Independent School District of its Variable Rate Unlimited Tax School Building Bonds, Series 2024-B, dated _____, 2024, in the principal amount of $_____ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.



Mike Morath
Commissioner of Education

# BUDGET UPDATE DISCUSSION

Discussion with the Board regarding 2024-2025 budget.




## INFORMATION ITEMS

- Financials
- Purchasing Report
- Routine Personnel Report
- Added Administrative Memorandum March 2024

# FINANCIALS

The financial statements for the three required adopted budgets for the most recently closed month for the current fiscal year follow.

# ECTOR COUNTY ISD, TX

## GENERAL FUND (199) YTD BUDGET REPORT

**JANUARY 31, 2024**

FOR 2024 07

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | YTD ACTUAL | ENCUMBRANCES | AVAILABLE BUDGET | PCT USE/COL |
|---|---|---|---|---|---|---|---|
| 199 GENERAL FUND | | | | | | | |
| 00 GENERAL LEDGER AND REVENUE | -331,728,451 | -4,465,416 | -336,193,867 | -185,255,789.92 | .00 | -150,938,077.08 | 55.1% |
| 11 INSTRUCTION | 202,095,977 | 3,283,145 | 205,379,122 | 98,621,265.46 | 70,702,647.22 | 36,055,209.32 | 82.4% |
| 12 INSTRUCTIONAL RES & MEDIA SERV | 2,159,943 | 17,760 | 2,177,703 | 934,546.71 | 693,396.11 | 549,760.18 | 74.8% |
| 13 CURRICULUM & STAFF DEVELOPMENT | 8,719,086 | -888,984 | 7,830,102 | 3,782,356.90 | 1,656,952.78 | 2,390,792.32 | 69.5% |
| 21 INSTRUCTIONAL LEADERSHIP | 5,656,651 | -122,483 | 5,534,168 | 3,048,505.72 | 1,401,716.69 | 1,083,945.59 | 80.4% |
| 23 SCHOOL LEADERSHIP | 21,539,711 | 210,110 | 21,749,821 | 10,729,000.46 | 6,586,589.84 | 4,434,230.70 | 79.6% |
| 31 GUID, COUNS & EVALUATION SERVS | 13,981,624 | 368,307 | 14,349,931 | 7,804,378.64 | 5,402,115.02 | 1,143,437.34 | 92.0% |
| 32 SOCIAL WORK SERVICES | 1,811,527 | 960 | 1,812,487 | 850,088.87 | 531,749.74 | 430,648.39 | 76.2% |
| 33 HEALTH SERVICES | 3,254,406 | 34,000 | 3,288,406 | 1,649,358.46 | 1,169,346.96 | 469,700.58 | 85.7% |
| 34 STUDENT TRANSPORTATION | 10,125,228 | 1,732,696 | 11,857,924 | 5,655,101.54 | 3,186,263.38 | 3,016,559.08 | 74.6% |
| 36 CO/EXTRACURRICULAR ACTIVITIES | 8,162,823 | -13,512 | 8,149,311 | 3,761,160.55 | 1,905,125.31 | 2,483,025.14 | 69.5% |
| 41 GENERAL ADMINISTRATION | 9,030,571 | 209,009 | 9,239,580 | 4,845,277.20 | 2,771,849.42 | 1,622,453.38 | 82.4% |
| 51 FACILITIES MAINT & OPERATIONS | 38,015,291 | 3,114,406 | 41,129,697 | 21,829,780.21 | 10,778,017.37 | 8,521,899.42 | 79.3% |
| 52 SECURITY & MONITORING SERVICES | 3,787,609 | 2,379,312 | 6,166,921 | 3,187,850.95 | 1,902,159.16 | 1,076,910.89 | 82.5% |
| 53 DATA PROCESSING SERVICES | 10,822,562 | -1,305,639 | 9,516,923 | 5,432,561.02 | 3,351,204.34 | 733,157.64 | 92.3% |
| 61 COMMUNITY SERVICES | 1,558,309 | 129,183 | 1,687,492 | 920,869.82 | 498,135.34 | 268,486.84 | 84.1% |
| 71 DEBT SERVICE | 1,294,300 | 91,000 | 1,385,300 | 584,278.43 | 510,734.28 | 290,287.29 | 79.0% |
| 81 FACILITIES ACQUISITION & CONST | 1,500,000 | 10,538,653 | 12,038,653 | 3,338,954.82 | 3,230,922.22 | 5,468,775.96 | 54.6% |
| 99 INTERGOVERNMENTAL CHARGES | 2,132,882 | 0 | 2,132,882 | 1,026,827.50 | 1,106,054.50 | .00 | 100.0% |
| TOTAL GENERAL FUND | 13,920,049 | 15,312,507 | 29,232,556 | -7,253,626.66 | 117,384,979.68 | -80,898,797.02 | 376.7% |
| TOTAL REVENUES | -332,253,451 | -4,465,416 | -336,718,867 | -185,255,789.92 | .00 | -151,463,077.08 | |
| TOTAL EXPENSES | 346,173,500 | 19,777,923 | 365,951,423 | 178,002,163.26 | 117,384,979.68 | 70,564,280.06 | |
| GRAND TOTAL | 13,920,049 | 15,312,507 | 29,232,556 | -7,253,626.66 | 117,384,979.68 | -80,898,797.02 | 376.7% |

** END OF REPORT - Generated by BAUMANN, DUSTY **

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# ECTOR COUNTY ISD, TX

## SCHOOL NUTRITION (240) YTD BUDGET REPORT

**JANUARY 31, 2024**

FOR 2024 07

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | YTD ACTUAL | ENCUMBRANCES | AVAILABLE BUDGET | PCT USE/COL |
|---|---|---|---|---|---|---|---|
| 240 SCHOOL NUTRITION | | | | | | | |
| 00 GENERAL LEDGER AND REVENUE | -18,064,278 | -857,000 | -18,921,278 | -12,601,647.59 | .00 | -6,319,630.41 | 66.6% |
| 35 FOOD SERVICE | 18,064,278 | 4,213,841 | 22,278,119 | 11,771,507.39 | 5,527,277.01 | 4,979,334.60 | 77.6% |
| TOTAL SCHOOL NUTRITION | 0 | 3,356,841 | 3,356,841 | -830,140.20 | 5,527,277.01 | -1,340,295.81 | 139.9% |
| TOTAL REVENUES | -18,064,278 | -857,000 | -18,921,278 | -12,601,647.59 | .00 | -6,319,630.41 | |
| TOTAL EXPENSES | 18,064,278 | 4,213,841 | 22,278,119 | 11,771,507.39 | 5,527,277.01 | 4,979,334.60 | |
| GRAND TOTAL | 0 | 3,356,841 | 3,356,841 | -830,140.20 | 5,527,277.01 | -1,340,295.81 | 139.9% |

** END OF REPORT - Generated by BAUMANN, DUSTY **

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# ECTOR COUNTY ISD, TX

## DEBT SERVICES (599) YTD BUDGET REPORT

**JANUARY 31, 2024**

FOR 2024 07

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | YTD ACTUAL | ENCUMBRANCES | AVAILABLE BUDGET | PCT USE/COL |
|---|---|---|---|---|---|---|---|
| 599 DEBT SERVICE FUND | | | | | | | |
| 00 GENERAL LEDGER AND REVENUE | -46,520,000 | -578,268 | -47,098,268 | -32,508,265.42 | .00 | -14,590,002.58 | 69.0% |
| 71 DEBT SERVICE | 46,520,000 | 1,145,625 | 47,665,625 | 8,889,648.25 | 36,315,423.75 | 2,460,553.00 | 94.8% |
| TOTAL DEBT SERVICE FUND | 0 | 567,357 | 567,357 | -23,618,617.17 | 36,315,423.75 | -12,129,449.58 | 2237.9% |
| TOTAL REVENUES | -46,520,000 | -578,268 | -47,098,268 | -32,508,265.42 | .00 | -14,590,002.58 | |
| TOTAL EXPENSES | 46,520,000 | 1,145,625 | 47,665,625 | 8,889,648.25 | 36,315,423.75 | 2,460,553.00 | |
| GRAND TOTAL | 0 | 567,357 | 567,357 | -23,618,617.17 | 36,315,423.75 | -12,129,449.58 | 2237.9% |

** END OF REPORT - Generated by BAUMANN, DUSTY **

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**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

MONTHLY REPORT OF TAX COLLECTIONS
FOR THE PERIOD OF JULY 1, 2023 THRU JANUARY 31, 2024

| YEAR CURRENT TAX | | OUTSTANDING COLLECTIBLE AS OF 2022 TAX ROLL | CUMULATIVE ADJUSTMENT | ADJUSTED ROLL | PRIOR MONTH'S COLLECTION CURRENT YEAR | CURRENT MONTH'S COLLECTION | UNCOLLECTED BALANCE | PERCENT UNCOLLECTED OVERALL | PERCENT UNCOLLECTED CURRENT |
|---|---|---|---|---|---|---|---|---|---|
| | 2023 | 179,212,242.35 | 1,890,509.86 | 181,102,752.21 | 38,019,838.02 | 81,428,843.44 | 61,654,070.75 | 34.40% | 34.04% |
| DELINQUENT TAX | | | | | | | | | |
| | 2022 | 6,846,545.92 | (306,429.55) | 6,540,116.37 | 1,546,751.03 | 225,554.13 | 4,767,811.21 | 69.64% | 72.90% |
| | 2021 | 2,740,462.78 | (235,128.69) | 2,505,334.09 | 258,703.66 | 76,041.43 | 2,170,589.00 | 79.21% | 86.64% |
| | 2020 | 1,978,234.15 | 64,524.69 | 2,042,758.84 | 329,715.99 | 22,177.50 | 1,690,865.35 | 85.47% | 82.77% |
| | 2019 | 1,534,201.72 | (20,346.36) | 1,513,855.36 | 116,422.50 | 24,600.96 | 1,372,831.90 | 89.48% | 90.68% |
| | 2018 | 1,095,116.83 | (496.37) | 1,094,620.46 | 66,451.06 | 10,197.96 | 1,017,971.44 | 92.96% | 93.00% |
| | 2017 | 874,696.28 | (0.01) | 874,696.27 | 38,387.92 | 4,956.52 | 831,351.83 | 95.04% | 95.04% |
| | 2016 | 923,303.15 | (0.01) | 923,303.14 | 32,815.66 | 2,189.61 | 888,297.87 | 96.21% | 96.21% |
| | 2015 | 809,976.13 | (0.46) | 809,975.67 | 15,212.04 | 1,715.07 | 793,048.56 | 97.91% | 97.91% |
| | 2014 | 809,661.76 | 0.00 | 809,661.76 | 11,088.72 | 624.36 | 797,948.68 | 98.55% | 98.55% |
| | 2013 | 550,296.95 | (0.34) | 550,296.61 | 8,224.11 | 410.87 | 541,661.63 | 98.43% | 98.43% |
| | 2012 | 404,184.63 | (35,839.62) | 368,345.01 | 4,177.09 | 189.83 | 363,978.09 | 90.05% | 98.81% |
| | 2011 | 377,883.54 | (2,469.43) | 375,414.11 | 2,750.59 | 103.72 | 372,559.80 | 98.59% | 99.24% |
| | 2010+ | 2,189,559.75 | (17,418.21) | 2,172,141.54 | 8,652.10 | 307.20 | 2,163,182.24 | 98.80% | 99.59% |
| | | | | 0.00 | | | | | |
| TOTAL DELINQUENT TAX | | 21,134,123.59 | (553,604.36) | 20,580,519.23 | 2,439,352.47 | 369,069.16 | 17,772,097.60 | 11.90 | 12.10 |
| CED # 24 SII TAXES | | 46,682.69 | 0.00 | 46,682.69 | 108.65 | 0.00 | 46,574.04 | 99.77% | 99.77% |
| TOTAL ALL TAXES | | 200,393,048.63 | 1,336,905.50 | 201,729,954.13 | 40,459,299.14 | 81,797,912.60 | 79,472,742.39 | | |

| PENALTY / INTEREST / DISCOUNT | | | YEAR TO DATE |
|---|---|---|---|
| CURRENT P & I | 0.00 | 0.00 | 0.00 |
| DISCOUNTS | 0.00 | 0.00 | 0.00 |
| DELINQUENT YEAR P & I | 810,896.72 | 118,768.23 | 929,664.95 |
| TOTAL PENALTY / INTEREST / DISCOUNT | 810,896.72 | 118,768.23 | 929,664.95 |

| OTHER COLLECTIONS | | | |
|---|---|---|---|
| TAXES W/O COLLECTED | 0.00 | 0.00 | 0.00 |
| TAX CERTIFICATES | 838.14 | 138.60 | 976.74 |
| LATE RENDITION FEES | 83,515.82 | 175,187.87 | 258,703.69 |
| RETURN CHECK COLLECTIONS | 0.00 | 0.00 | 0.00 |
| OTHER COSTS COLLECTED | 5.09 | 0.00 | 5.09 |
| SUSPENSE PAYMENTS | 0.00 | 0.00 | 0.00 |
| REFUNDS | 0.00 | 0.00 | 0.00 |
| CASH OVER / (SHORT) | 0.00 | 0.00 | 0.00 |
| TOTAL OTHER | 84,359.05 | 175,326.47 | 259,685.52 |
| TOTAL SCHOOL | 41,354,554.91 | 82,092,007.30 | 123,446,562.21 |

| | GENERAL FUND | | DEBT SERVICE | | |
|---|---|---|---|---|---|
| | TAXES PAID | P + I + C | TAXES PAID | P + I + C | TOTAL |
| TOTAL | 61,274,816.33 | 220,306.34 | 20,523,096.27 | 73,788.36 | 82,092,007.30 |

# PURCHASES OVER $50,000
# INFORMATIONAL REPORT

The purchases over $50,000 for the previous month of the current fiscal year follow. The report includes all such large purchases, regardless of required previous board approval.

As per Board Policy CH (local), the Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost:

1. A purchase made pursuant to a Board-approved interlocal contract or a cooperative purchasing program, in accordance with law;
2. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL) or CBB(LEGAL)]; or
3. A continuing or periodic purchase under a Board-approved bid or contract.

# ECISD New Purchase Orders Over $50,000 Report for February 2024

| Item | PO Date | PO# | Vendor Name | Amount | General Comments | Approval Process | 1st GL Account | Requestor | Department |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 02/05/2024 | 24009014 | GRANULAR INSURANCE COMPANY | $ 334,842 | Stop Loss Insurance January 2024 - June 2024 | INTERLOCAL AGREEMENT UBC | 772-41-6429-06-978-99 | MARIA MELENDEZ | BENEFITS/RISK MANAGEMENT |
| 2 | 02/15/2024 | 24009470 | CDW-G | $ 309,080 | NTO/OC/OC Tech 24-25 Student Devices<br>145 - Samsung Galaxy Chromebook 2 Core i3 8 GB RAM 128 GB SS<br>145 - Google Chrome Education Upgrade<br>145 - CHROMEBOOK SERVICES ETCHING<br>160 - Samsung Galaxy Chromebook 2 Core i3 8 GB RAM 128 GB SS<br>160 - Google Chrome Education Upgrade<br>160 - CHROMEBOOK SERVICES ETCHING<br>130 - ASUS Chromebook CX34 Flip 14 Core i3 8GB RAM 128GB SSD<br>130 - Google Chrome Education Upgrade<br>130 - CHROMEBOOK SERVICES ETCHING<br>435 - Targus Slipskin TSS932 Carrying Case for 14 Notebook Black | SOURCEWELL 081419-CDW | 199-11-6397-96-864-11 | JENNIFER VALENCIA | INFORMATION TECHNOLOGY |
| 3 | 02/28/2024 | 24010047 | TEACHER CREATED MATERIALS INC | $ 191,242 | SL- TCM / RLA Materials x 11 Campuses<br>240 - per grade 1, 2, and 3. Summer Scholars: Language Arts Student Guided Practice Book<br>9 - grade 2 Summer Scholars: Language Arts<br>20 - per grade 1, 3, 4, 5, 6 Summer Scholars: Language Arts<br>300 - per grade 4, 5, 6. Summer Scholars: Language Arts Student Guided Practice Book<br>20 - per grade 1, 2, 3, 4, 5, 6. Summer Scholars: Mathematics<br>240 - per grade 1, 2, 3. Summer Scholars: Mathematics Student Guided Practice Book<br>300 - per grade 4, 5, 6. Summer Scholars: Mathematics: Student Guided Practice Book | ALLIED STATES 21-7406 | 211-11-6396-00-851-30-21124 | MARGARITA BROOKER | CURRICULUM & INSTRUCTION 825 |
| 4 | 02/27/2024 | 24010001 | CDW-G | $ 56,391 | 30 - Dell Latitude 7440 2n1 Touch/FlipTeacher Device Intel Core i7-1365U Processor, Win11 Pro OS, 32GB RAM, 512GB SSD,14.0" | SOURCEWELL 081419-CDW | 244-11-6397-00-698-22-24424 | CHARLETTA WASHINGTON | ADVANCED TECHNICAL CENTER |
| 5 | 02/13/2024 | 24009299 | AVID CENTER | $ 55,500 | Path to Schoolwide Registration Fees 5/29, 5/30<br>20 - AVID Elementary PreK - 2 Teachers<br>20 - AVID Elementary 3-6 Teachers<br>20 - Mathematics Discourse Elementary Teachers<br>20 - Mathematics Discourse Secondary Teachers<br>20 - Site Leaders | SOLE SOURCE | 199-13-6411-29-854-11<br>199-23-6411-29-854-99 | LIDIA VALENZUELA | AVID |
| 6 | 02/05/2024 | 24009016 | RICH CHICKS LLC | $ 50,000 | LT-WTXCO-OP COMMODITY PROCESSING SY23-24<br>USED TO PURCHASE VARIOUS ITEMS FROM RICH CHICKS LLC | WEST TEXAS FOOD SERVICE COOPERATIVE REGION 17 ESC | 240-35-6341-00-974-99 | MARGARITA CORRAL | FOOD SERVICES |
| 7 | 02/13/2024 | 24009327 | TASTY BRANDS LLC | $ 50,000 | LT-WTXCO-OP COMMODITY PROCESSING SY23-24<br>USED TO PURCHASE VARIOUS ITEMS FROM TASTY BRANDS LLC | WEST TEXAS FOOD SERVICE COOPERATIVE REGION 17 ESC | 240-35-6341-00-974-99 | MARGARITA CORRAL | FOOD SERVICES |



Date: 03/26/2024

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TX

**MEMORANDUM**

TO: DR. SCOTT MURI, SUPERINTENDENT OF SCHOOLS

FROM: DR. MATTHEW SPIVY, EXECUTIVE DIRECTOR OF HUMAN RESOURCES

RE: ROUTINE PERSONNEL REPORT FOR FEBRUARY 2024

DATE: 2/29/2024

## Elementary Level Recommendations

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| NEDD MARQUIS | ELM-P E | BURLESON ELEM SCHOOL | 2/8/2024 |
| JENNIFER ALVAREZ | SECOND GRADE | BUICE ELEM SCHOOL | 2/26/2024 |
| | | | |

## Secondary Level Recommendations

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| FERNANDO IZQUIERDO VALENZUELA | SCIENCE-COACH | CROCKETT MIDDLE SCHOOL | 2/8/2024 |
| LORENA SOTELO | BUSINESS EDUCATION | PERMIAN HIGH SCHOOL | 2/12/2024 |
| VICTORIA MARTIN | ENGLISH | ODESSA HIGH SCHOOL | 2/1/2024 |
| | | | |

## Administrative Level Recommendations

| NAME | JOB CLASS | CAMPUS/DEPARTMENT | EFFECTIVE DATE |
|---|---|---|---|
| JESSICA SOUTHERN | HR DIRECTOR | HUMAN RESOURCES | 2/20/2024 |
| NATHANIEL GENSLER | ASST PRINCIPAL | WILSON & YOUNG | 2/23/2024 |
| | | | |

## Elementary Level Resignations

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| PERRY KISER | FOURTH GRADE (REG) | GONZALES ELEM SCHOOL | 2/5/2024 |
| JULIE KEY | FIFTH GRADE (REG) | BURLESON ELEM SCHOOL | 2/16/2024 |
| ALEXANDRA AGUILAR | FOURTH GRADE (REG) | GONZALES ELEM SCHOOL | 2/21/2024 |
| | | | |

## Secondary Level Resignations

| NAME | JOB CLASS | CAMPUS | EFFECTIVE DATE |
|---|---|---|---|
| LEBRANDON GLOVER | SCIENCE-COACH | CROCKETT MIDDLE SCHOOL | 2/20/2024 |
| SOPHIA MAXWELL | ENGLISH | ODESSA HIGH SCHOOL | 2/23/2024 |
| CARLOS MCDONALD | SPED/COACH | ODESSA HIGH SCHOOL | 2/2/2024 |
| HOLLY GASPAR | BUSINESS EDUCATION | PERMIAN HIGH SCHOOL | 2/7/2027 |
| | | | |

## Administrative Level Resignations

| NAME | JOB CLASS | CAMPUS/DEPARTMENT | EFFECTIVE DATE |
|---|---|---|---|
| DAN CASTILLO | DIRECTOR, HR | HUMAN RESOURCES | 2/29/2024 |
| PAUL ROMAN | ASST PRINCIPAL | WILSON & YOUNG | 2/22/2024 |
| PATRICIAL ALVARADO | VIRTUAL SPEECH PATHOLOGIST | SPED | 2/7/2024 |
| SELMA HERRERA | VIRTUAL SPEECH PATHOLOGIST | SPED | 2/2/2024 |
| LISA ANAYA | GUIDANCE APPRENTICE | BUICE ELEM SCHOOL | 2/1/2024 |

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

## MEMORANDUM

TO: Dr. Scott Muri, Superintendent of Schools
FROM: Dr. Anthony Sorola, Associate Superintendent
RE: Information Report for March 2024
DATE: 3/26/2024

| ADDED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN | | |
|---|---|---|
| **POSITION/GROUP** | **DUTIES PERFORMED/DAYS** | **STIPEND/PAY GRADE** |
| STIPEND - ACTIVITY BUS DRIVER TRAINING | CERTIFIED BUS DRIVER TRAINING | $3,000 per semester (ESSER Funded) |
| STIPEND - TEACHER RESIDENT STIPENDS | STIPENDS ALLOCATED TO TEACEHR RESIDENTS | Range from $500 to $1,500 (TCLASS Funded) |

| RECLASSIFIED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN | | |
|---|---|---|
| **POSITION/GROUP** | **DUTIES PERFORMED/DAYS** | **STIPEND/PAY GRADE** |
| PROFESSIONAL - EXECUTIVE DIRECTOR OF FEDERAL AND STATE PROGRAMS | DIRECTOR OF FEDERAL AND STATE PROGRAMS | PG 8 (Previously PG 9) |
| STIPEND - ELEMENTARY E-SPORTS STIPEND | ELEMENTARY E-SPORTS | $1,100 |
| Texas College Bridge (TCB) | Student completion of Texas College Bridge English or Math TSI prep curriculum | $50 per student completion of TCB English or Math $50 per student passing TSI requirements to be consider college ready in English or Math. TCLAS funded |
| Education & Training Teacher | TCLAS/GYO Cycle 6 Grant | $2,750-$5,500 per TCLAS/GYO Cycle 6 Grant funded |

| REMOVED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN | | |
|---|---|---|
| **POSITION/GROUP** | **DUTIES PERFORMED/DAYS** | **STIPEND/PAY GRADE** |
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